DRAFT - SUBJECT TO CONTRACT

Dated 2013

LONDON BUS SERVICES LIMITED

AND

[INSERT NAME OF OPERATOR]

Agreement for lease of the New Bus for London

LEASE AGREEMENT NUMBER:

ASSOCIATED ROUTE AGREEMENT:

ROUTE:

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THIS AGREEMENT is made on day of 20[ ]

BETWEEN

LONDON BUS SERVICES LIMITED whose registered office is at Windsor House, 42 – 50 Victoria Street, London SW1H 0TL ("the Corporation") which expression includes its successors and permitted assignees including any statutory successors

and

[INSERT NAME OF COMPANY] whose registered office is at **[Insert Registered address]** ("the Operator"),

(together the "Parties" and separately a "Party").

BACKGROUND

a) The Operator has been awarded the Route Agreement set out in Schedule 1 and as part of the Route Agreement the Operator is required to use the New Bus for London model ("NBfL") of bus which the Corporation will provide in accordance with the following terms and conditions of this Agreement.

b) The Operator hereby agrees to keep, use, maintain and return the Vehicles to the Corporation in accordance with the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

1.1 In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

i) "Agreement" mean these terms and conditions along with the attached Schedules including any amendments made to this Agreement after the date of this Agreement, provided such amendments are agreed and confirmed in writing by the Corporation's Head of Contracting (Performance Directorate) in accordance with Clause 13.5 (General);

ii) "Business Days" means any day excluding Saturdays, Sundays, or public or bank holidays in England;

iii) "Confidential Information" means all information (whether written or verbal) that by its nature may reasonably be regarded as

confidential to the Corporation or the Operator whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Corporation or the Operator and any member of the TfL Group or Operator's Group;

iv) "the Corporation" means London Bus Services Limited, its authorised representatives, successors and assigns;

v) "Delivery Address" means the Address set out in Schedule 1;

vi) "End Date" means the date set out in Schedule 1;

vii) "Good Industry Practice" means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from the a leading company within the bus operating industry;

viii) "Lease Manager" means the person named in Schedule 1;

ix) "Losses" means all costs, expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

x) "Manufacturer" means Wrightbus Limited a company registered in Northern Ireland under the number NI006119 whose registered office is at Galgorm Industrial Estate, Fenaghy Road, Galgorm, Ballymena, County Antrim BT42 1PY;

xi) "Operator Lease Manager" means the representative of the Operator as named in Schedule 1;

xii) "Operator's Group" means the subsidiaries of the group listed in Schedule 1, where the term 'subsidiary' shall have the meaning ascribed to it under section 1159 of the Companies Act 2006;

xiii) "the Operator" means the Party named at the top of this Agreement, its authorised representatives, successors and assigns;

xiv) "Registration Paperwork" means The Certificate of Conformity issued by the Manufacturer and form V5C issued by DVLA;

xv) "Replacement Vehicle Process" means the process set out in Clauses 3.11 to 3.15;

xvi) "Route Agreement" means the route agreement contract number set out in Schedule 1 between the Corporation and the Operator for the provision of bus services;

xvii) "the Start Date" means the date set out in Schedule 1;

xviii) "TfL Group" means Transport for London and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "member of the TfL Group" shall refer to Transport for London or any such subsidiary;

xix) "Transparency Commitment" means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Corporation is committed to publishing its contracts, tender documents and data from invoices received;

xx) "the Vehicles" means the vehicles as defined in the specification at Schedule 2 of this Agreement;

xxi) "Usual Business Location" means the address listed in Schedule 1;

xxii) "Working Day" means any day Monday to Sunday inclusive; and

xxiii) "Working Hours" means the hours between 09.00 and 17.00 on each Business Day or Working Day.

1.2 words indicating the singular only also include the plural and vice-versa where the context requires;

1.3 the headings of the conditions shall not affect their interpretation;

1.4 the Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement;

1.5 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;

1.6 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context;

1.7 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement;

1.8 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, this Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

1.9 in the event, and only to the extent, of any conflict between this Agreement and the Route Agreement then the Route Agreement will prevail, except where the conflict is in relation to Schedule 15 then the Schedule will prevail;

1.10 in the event, and only to the extent, of any conflict between the Clauses and the Schedules in this Agreement, then the Clauses will prevail except where the conflict is in relation to Schedule 5, or the Schedule is expressly stated to take precedence, then the Schedule will prevail.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall come into force on the Start Date and shall (subject to the provisions for earlier termination set out in this Agreement) continue until the End Date (the "Term").

3. LEASE OF VEHICLE

3.1 The Corporation has agreed to lease and the Operator has agreed lease the Vehicles on the terms and conditions set out in this Agreement.

3.2 Subject to the Vehicles passing the assessment set out in Clause 3.3, the Operator agrees to accept the Vehicles as agent for the Corporation.

3.3 Unless otherwise agreed in writing with the Corporation, on delivery to the Delivery Address the Operator shall within two Business Days check the condition of the Vehicles is in accordance with the requirements and standards at Schedule 3 and the Build Specification in Schedule 4 and take one of the following courses;

3.3.1 If the Vehicle(s) meets the requirements and standards set out in Schedule 3, the Operator shall notify the Corporation via email to the address stated in Schedule 1 of this Agreement that they have accepted the relevant Vehicle(s) within three Business Days of delivery. The Operator shall attach a copy of the completed sign-off sheet in Schedule 3 to the email; or

3.3.2 If the Vehicle(s) does not meet the requirements and standards set out in Schedule 3, the Operator shall notify the Corporation via email to the address stated in Schedule 1 of this Agreement of any defects and/or why the Vehicle(s) does not meet the requirements/standards set out in Schedule 3 within three Working Hours of the assessment being completed or abandoned as agreed by the Corporation, and the Operator shall not accept the Vehicle(s) on behalf of the Corporation.

3.4 The Operator shall notify the Manufacturer of any defects on behalf of the Corporation and shall arrange with the Manufacturer for the defects to be rectified at the Manufacturer's expense.

3.5 In the event that the Manufacturer does not remedy the defects in a timely manner, the Operator shall inform the Corporation and the Corporation will determine whether, at its sole discretion, having given due consideration to any comments the Operator may have provided, to accept the Vehicle(s) in question, in which case the Operator shall treat the Vehicle(s) as having been accepted in accordance with Clause 3.3 or to enforce any applicable contractual rights that it may have against the Manufacturer for the repair of any defect identified. Once the defects have been rectified, the Operator shall check the Vehicle(s) in accordance with the provisions of Clause 3.3. Where a replacement vehicle is required by the Operator to fulfil its duties under the Route Agreement, the Parties will follow the Replacement Vehicle Process, until the defective Vehicle(s) identified in this Clause is/are repaired and accepted in accordance with Clause 3.3. For the avoidance of doubt the process set out in Clauses 3.3 and 3.4 shall be repeated as often as may be necessary until the Vehicle(s) is/are accepted by either the Corporation or the Operator.

3.6 The Operator shall (at its own cost) register each Vehicle in its name (which it accepts in accordance with Clause 3.3.1), retain all Registration Paperwork throughout the Term and shall provide a copy of the Registration Paperwork to the Corporation.

3.7 For the Term of this Agreement the Operator shall retain all documentation in both original hard copy and electronic form in relation to the Vehicles which shall include but not be limited to Certificate of Conformity, Registration Paperwork, MOT Certificates, service and safety check documents, and any documents relating to warranty repairs and shall return such original documentation to the Corporation in accordance with Clause 12.5 or provide access to electronic copies of such documentation through the Operator's electronic maintenance system.

3.8 The Corporation may inspect any and all documentation held by the Operator in relation to the Vehicles at any time, upon providing reasonable notice to the Operator. The Corporation agrees to take reasonable steps to minimise disruption to the Operator's business activities when exercising this right.

3.9 The Operator shall permit the Corporation and any person duly authorised by the Corporation, (each of whom are given an irrevocable licence for such purpose) to enter the Usual Business Location of the Vehicles, or on any other land or premises in which the Vehicles or associated records are for the time being sited so as to inspect the Vehicles or records or for the Corporation to carry out any of its obligations or exercise any of its rights set out in this Agreement. The Corporation shall provide such notice as

may be reasonable in the circumstances to the Operator and the Corporation agrees to take reasonable steps to minimise disruption to the Operator's business activities.

3.10 The Operator shall obtain any licences, where necessary, and pay for any duties, fees, and charges payable in respect of the Vehicles at any time during the Term at no further charge to the Corporation.

REPLACEMENT VEHICLE PROCESS

3.11 The Corporation may supply the Operator with such number of replacement NBfL vehicle(s) as may be available at the time, if any, and as agreed with the Operator temporarily to replace any of the Vehicles. Such replacement NBfL vehicle(s) will fall under the requirements of this Agreement for the period they are supplied to the Operator.

3.12 Where the Corporation is able to supply replacement NBfL vehicle(s), the details of the replacement NBfL vehicle(s) shall be provided to the Operator using the form at Schedule 5, which will be signed by the Operator on acceptance of the replacement NBfL vehicle(s) in accordance with Clause 3.13.

3.13 On delivery of the replacement NBfL vehicle(s) from the Corporation, the Operator shall, if requested by the Corporation, check the replacement NBfL vehicle(s) using the check list in Schedule 3 before accepting the replacement NBfL vehicle(s), recognising that the replacement NBfL vehicle(s) may show signs of wear and tear (taking into consideration the age of the replacement NBfL vehicle(s)) which should be recorded appropriately, using photographs of any damage wherever practicable.

3.14 If, the Corporation does not supply any replacement NBfL vehicle(s) in accordance with Clauses 3.11 to 3.13 then the Corporation shall request in writing that the Operator sources temporary replacement vehicle(s), to be approved by the Corporation in writing (such approval not to be unreasonably withheld) and the Corporation shall pay the Operator's reasonable and evidenced costs in respect of sourcing and using the temporary replacement vehicle(s) to the extent that such sums exceed the amounts provided for but not actually expended under the Route Agreement.

3.15 On return of the Vehicles from the Corporation, the Operator shall return the replacement NBfL vehicle(s) supplied in accordance with Clauses 3.11 to 3.13 and the Corporation shall check the replacement NBfL vehicle(s) against the standard that was recorded by the Operator in Clause 3.13 to ensure that subject to fair wear and tear, it is in no worse condition than when it was provided to the Operator.

4. PAYMENT OF RENTALS

4.1 The Operator shall pay to the Corporation at the Corporation's address shown in Schedule 6 the rental payment shown in Schedule 6, together with Value Added Tax, at the times indicated (regardless of any set off or cross-claim on the part of the Operator against the Corporation).

5. TITLE, RISK, CARE, USE AND RETURN OF VEHICLES

TITLE AND RISK

5.1 Title to the Vehicles remains at all times following acceptance of the Vehicles in accordance with Clause 3.3.1 (Lease of Vehicle) with the Corporation and risk passes to the Operator on the Start Date and remains with the Operator, until the Operator returns the Vehicles in accordance with Clause 5.23 (Return Condition).

5.2 The Operator shall not mortgage, charge, pledge, assign, loan or hire the Vehicles or pledge the credit of the Corporation or allow a lien to be created over the Vehicles or suffer any of them to be taken or pass out of the Operator's possession save as expressly provided in this Agreement.

5.3 The Operator shall be liable for any and all loss, theft, destruction of or damage to the Vehicles howsoever caused and howsoever arising at any time from the Start Date until the Vehicles are returned to the Corporation save to the extent such loss, theft, destruction or damage occurs during any period when the Vehicles have been returned to the Corporation as provided for in this Agreement.

CONDITION AND MAINTENANCE

5.4 The Operator shall keep and maintain the Vehicles, at its sole expense, in good repair and condition in accordance with Good Industry Practice and the Manufacturers standards supplied in Schedule 7 as updated from time to time by the Corporation and shall not do anything contrary to any instructions given by the Corporation which may invalidate any warranty as set out in Schedule 8 (Warranties) given in respect of the Vehicles or any of its component parts (whether original or replacement). Breach of this Clause will be considered a material breach of this Agreement.

5.5 In performing its obligations under this Agreement, the Operator shall act in accordance with:

(1) all relevant statutes, regulations, orders, rules, directives;

(2) all lawful and reasonable directions of the Corporation; and

(3) prevailing Good Industry Practice.

5.6 In maintaining the Vehicles, the Operator shall use only such spare or replacement parts as may be approved or specified by the Corporation for

the parts set out in Schedule 9. Any parts not specified in Schedule 9 shall be of appropriate quality and of no less quality to the part that it is replacing. The Operator shall carry out such maintenance, repair, and replacement at its sole expense. Title to all such replacement parts will vest in the Corporation once such parts are integrated into or attached to the Vehicle(s) and paid for by the Operator be subject to the terms of this Agreement.

5.7 The Operator shall promptly notify the Manufacturer and the Corporation using the information set out in Schedule 1 if, in performing its obligations under Clauses 5.4, the Operator becomes aware of any defects or failures in any of the parts covered by the Manufacturer's warranties, as set out in Schedule 8, and the Operator shall agree with the Manufacturer a programme for the defects or failures to be rectified under the Manufacturer's warranty.

5.7.1 If the Manufacturer fails to remedy any defects of which it has been notified under this Clause 5.7, in accordance with the Manufacturer's warranties, the Corporation may at its sole discretion seek to enforce any contractual rights in respect of the Manufacturer warranties with the Manufacturer in order to correct or rectify the failures or defects that the Operator has notified to the Manufacturer and the Corporation. Where the Corporation elects not to enforce any of its contractual rights, the Corporation will make the appropriate consequential amendments to the Route Agreement and return condition (Schedule 12) to take into account any failure or defect notified to Corporation under this Clause.

5.7.2 If requested by the Operator, the Parties shall follow the Replacement Vehicle Process whilst any defect or failures are being remedied by the Manufacturer.

5.8 Without prejudice to the requirements of Clause 5.4, the Corporation agrees that the Operator is permitted to transfer the tyres on which the Vehicles are delivered to a contractor providing tyre maintenance. The Operator agrees that immediately prior to the termination or expiry of this Agreement it will, where appropriate, settle the title and transfer such tyres so as to ensure that the Vehicles are unencumbered. Where the Operator changes the type of tyres used, for the avoidance of doubt the Vehicles must be returned with tyres that meet the original build specification as set out in Schedule 4, unless otherwise agreed in writing with the Corporation.

5.9 In the event of odometer failure, the Operator shall provide, where reasonably requested by the Corporation, documentary evidence satisfactory to the Corporation to show the distance travelled by the Vehicle(s).

5.10 The Operator shall be vigilant when complying with the requirements set out in Schedule 7 (Repair and Maintenance Standards) and at all other times, for any actual or potential defects in the Vehicles and shall notify

the Corporation as soon as reasonably practicable of becoming aware of or noticing an actual or potential defect in the Vehicles.

REFURBISHMENT

5.11 The Corporation will be responsible for any refurbishment of the Vehicles at the expiry or termination of this Agreement. For the avoidance of doubt, the Operator shall not reduce or suspend the servicing and/or maintenance regime of the Vehicles as provided for in this Agreement in the 12 months prior to the refurbishment of the Vehicles and will ensure that the Vehicles meet the requirements of Clause 5.23 (Return Condition).

MODIFICATIONS

5.12 The Operator shall not modify any part of the Vehicles (including notices, decals and labels) or make any additions to them without first securing the Corporations approval using the form attached at Schedule 10. If any modifications so permitted are permanent, the title in any parts integrated into or attached to the Vehicle will pass to the Corporation in accordance with Clause 5.6 unless agreed otherwise with the Operator. The risk in such parts will remain with the Operator until the return of the Vehicles in accordance with Clause 5.23.

5.13 Should the Vehicles, as a result of any change in the law, or the requirements of the Department for Transport or any of its agencies, render the Vehicles unfit to carry passengers and such change affects all of the Vehicles then:

5.13.1 the Operator shall source temporary replacement vehicles, with the approval of the Corporation (approval not to be unreasonably withheld) in order that the Operator can continue to fulfil its obligations under the Route Agreement; and

5.13.2 the Parties shall agree a programme of works (if possible) which will be paid for by the Corporation, to enable the Vehicles to comply with the change in law or requirements and for the continued use of the Vehicles under the terms and conditions of this Agreement; and

5.13.3 the Corporation shall pay the Operator's reasonable and evidenced costs in respect of sourcing and using the temporary replacement vehicle(s) to the extent that such sums exceed the amounts provided for but not actually expended under the Route Agreement.

5.14 Should the Vehicles require any modification, refurbishment or retrofitting as part of a programme of works undertaken by the Corporation, separate from any programme of works agreed under Clause 5.13, and such

change affects a proportion of or a specific number of the Vehicles under this Agreement then the Operator shall make the Vehicles available to the Corporation and the Parties shall follow the Replacement Vehicle Process. The Corporation shall carry out a programme of works to modernise, refurbish or retrofit the Vehicles for the continued use of the Vehicles under the terms and conditions of this Agreement. For the avoidance of doubt, the Corporation will be responsible for the cost of the modification, refurbishment or retrofit that is carried out on the Vehicles.

USE

5.15 The Corporation may, on reasonable written notice to the Operator and taking into account the operational needs of the Operator in fulfilling its duties under the Route Agreement, require the use of any of the Vehicles, for its own reasonable purposes e.g. promotion at exhibitions. The Corporation shall return any Vehicles so used, subject to fair wear and tear, in a condition that is no worse than would be expected if the Vehicles had been in normal operation under the Route Agreement. The Corporation will pay the Operator its reasonable costs associated with its use of the Vehicle(s) e.g. driver costs for vehicle movements and will indemnify the Operator against damage incurred during any such activities, unless such damage is caused as a result of a road traffic accident or the driver's negligence where the driver is supplied by the Operator.

5.16 The Operator shall use the Vehicles in accordance with the Operational Manual included at Schedule 11.

5.17 The Operator may be permitted to use the Vehicles for other reasonable purposes, other than the performance of the Route Agreement e.g. demonstration purposes, provided that such requests are approved in advance by the Corporation (such approval not to be unreasonably withheld) and are not directly revenue generating for the Operator.

5.18 The Operator shall not use, or permit the Vehicles to be used, unlawfully or for any unlawful purpose and agrees to keep the Vehicles in the United Kingdom, and free from any claims by other persons and to make sure that the Corporation has a right of access to the Vehicles at all times for inspection and removal on providing such notice to the Operator as may be reasonable in the circumstances.

5.19 The Operator shall not authorise any person to drive or have charge of any of the Vehicles unless that person holds a current full driving licence which allows that person to drive the Vehicles on any public road or place in the United Kingdom and is covered by the terms of the insurance policy maintained pursuant to Clause 7.

5.20 The Operator shall within two Business Days give the Corporation written notice of any change in the Usual Business Location of the Vehicles from that shown in Schedule 1 of this Agreement.

5.21 The Operator shall ensure that the Vehicles are parked within the Operator's premises when not in operation until returned to the Corporation.

5.22 The Operator shall ensure where practicable that in the performance of the Route Agreement the Vehicles are used in such a way that their mileage is apportioned evenly across all the Vehicles under this Agreement and that no one Vehicle will have excessive mileage when returned to the Corporation in accordance with Clause 5.23.

RETURN CONDITION

5.23 On expiry or termination of this Agreement, in accordance with Clause 10 (Termination) the Operator shall return the Vehicles to the Corporation at any place within the M25 which the Corporation may reasonably require in the condition in which they were originally supplied under this Agreement subject to fair wear and tear of the nature and extent set out in Schedule 12 or any similar wear and tear provided always that conditions listed in the third column of Schedule 12 and any similar conditions shall not be considered fair wear and tear. For the avoidance of doubt Schedule 12 is not an exhaustive list of examples and may be amended by the Corporation from time to time with prior agreement of the Operator (such agreement not to be unreasonably withheld or delayed).

5.24 Save as may otherwise be agreed by the Parties, on return of any of the Vehicles as set out in 5.23, the Corporation, the Operator and a representative from the Freight Transport Association (FTA) or any successor providing the Corporation's Engineering Quality Monitoring inspections shall inspect the condition of the Vehicles in accordance with Clause 5.23.

5.25 If, after assessment, the Vehicles are found not to be in the condition set out in Clause 5.23, the Operator shall be responsible in all respects for all and any reasonable costs and expenses involved in reinstating the Vehicles to the condition required by the Corporation and for the inspection costs of the FTA or such other body as agreed by the Parties. The Corporation may at its sole discretion, taking into account representations under this Agreement from the Operator either;

1) require the Operator to put the Vehicles in a condition that meets the requirements of Clause 5.23 at its own cost within the Corporation's specified reasonable timescales; or

2) engage its own contractor to undertake the work, at the Operator's cost; or

3) accept the Vehicles in the stated condition with the Operator paying to the Corporation a sum equal to the amount that it would cost to reinstate the Vehicles to the condition set out in Clause 5.23.

5.26 In the event of a difference or dispute over the return condition of the Vehicle(s) that cannot be resolved between the Parties, the matter will be referred to the dispute resolution procedure set out in Clause 14.

5.27 Upon termination or expiry of this Agreement, the Operator shall remove all of its property from the Vehicles before the Vehicles are returned in accordance with Clause 5.23, save where such items have been approved to remain by the Corporation under Clause 5.12 and any spare parts incorporated into the Vehicle under Clause 5.6 have been paid for in full by the Operator. No liability howsoever arising shall be incurred by the Corporation in relation to any loss of or damage to any property or items installed by the Operator remaining in or upon the Vehicles after such termination or expiry which (if any) the Corporation shall at its discretion be entitled to dispose of. In the event of such disposal or in the event of any loss or damage (howsoever caused) to such property, the Operator shall indemnify the Corporation against all claims, losses and demands made by any third party in relation thereto.

6. INDEMNITY

6.1 Subject to Clause 6.2, the Operator shall be responsible for and shall indemnify, keep indemnified and hold harmless the Corporation, its employees, agents and sub-contractors and all members of the TfL Group (together with their employees, agents and sub-contractors), from and against all expense, liability, loss and claims whatsoever ("Losses") in respect of death or personal injury, loss of or damage to any property (including, but not limited to, property belonging to the Corporation or any other member of the TfL Group or for which it or they are responsible) and in respect of any other Losses which may arise out of or in the course of the Operator's performance of this Agreement or by reason of any breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, misstatement, act, omission or default of the Operator, its employees, agents and/or sub-contractors.

6.2 Notwithstanding Clause 6.1, the Operator shall not be liable, and the Operator's obligation under Clause 6.1 to indemnify shall not apply, in respect of:

a) Losses to the extent that such losses are caused by breach of statutory duty or negligence of the Corporation, its employees, agents or sub-contractors; or

b) Losses which are not reasonably foreseeable or in the contemplation of the parties including those incurred as a result of

circumstances beyond the Operator's reasonable control except to the extent that recovery of such Losses is expressly provided for elsewhere in this Agreement or may be incurred as a result of liability to a third party and further provided that the Corporation has used its reasonable endeavours to mitigate such Losses.

7. INSURANCE

7.1 The Operator shall maintain either:

7.1.1 comprehensive motor insurance from the Start Date and shall insure the Vehicles for the declared total loss value set out in Schedule 13 throughout the Term and until the Vehicles are returned to the Corporation in accordance with Clause 5.23 (Return Condition) against loss or damage by accident, fire, theft, and other risks usually covered by insurance of motor vehicles with an insurance company of good repute and subject to nothing more onerous than standard market conditions and exclusions ("the Insurance Policy") and the Operator shall pay any deductibles under the Insurance Policy; or

7.1.2 third party only (RTA) cover, in which case the Operator will ensure that a separate policy is in force to cover claims for damage to the Vehicles as a result of but not limited to fire, vandalism, or theft of the Vehicles whilst at the Usual Business Location or on any other premises and elsewhere and the Operator shall pay any excess under such insurance policy.

7.2 The provision of insurance in accordance with this Clause 7 shall not operate to relieve the Operator of any of its obligations or liabilities under this Agreement.

7.3 The Operator shall duly and punctually pay all premiums necessary for the Insurance Policy and provide a copy of the certificate of insurance to the Lease Manager on each annual renewal and on request by the Corporation.

7.4 The Operator shall ensure the Corporation's interest is noted on the Insurance Policy or that the Insurance Policy includes an appropriate indemnity to principals clause which would include the Corporation's interest.

7.5 If, the Operator takes the Vehicles to an independent garage for repairs and/or maintenance, the Operator shall ensure that the garage has the appropriate motor traders insurance to cover the Vehicles whilst they are in their possession and such cover is for not less than which the Operator is required to hold under this Agreement.

7.6 If an incident arises, which involves a known third party and the incident was the fault of the third party, then the Operator shall make such claims as appropriate against the third party or insurers for any and all costs associated with or arising out of the incident and if necessary the Parties will follow the Replacement Vehicle Process.

7.7 If any incident occurs in relation to the Vehicles (including without limitation any incident which causes damage to the Vehicles or to which the Insurance Policy otherwise applies) the Operator shall handle any appropriate insurance claim and arrange for any necessary repairs to the Vehicle(s) to reinstate the Vehicle(s) to their prior condition and, where the cost of repair is estimated to be in excess of £40,000 or the declared loss value at the time, as stated in Schedule 13, and/or the Vehicle is expected to be off the road for a period in excess of 7 Working Days the Operator shall:

a) immediately notify the Corporation;

b) provide a copy of any claim form completed by or on behalf of the Operator if required by the Corporation;

c) discharge any excess that is payable under the Insurance Policy; and

d) not make any public announcement or comment (whether to the media or otherwise) in respect of the incident or any insurance claim and/or legal proceedings relating to the incident without the Corporation's express prior written consent except that the Operator may inform passengers of any incident but shall not make any further comments and shall not make such further comments that may bring the Corporation into disrepute.

7.8 Notwithstanding the Operator's obligation to repair the Vehicle(s) under Clause 7.7, where the Corporation has discharged any repair costs in relation to the Vehicle(s), any relevant payment due from the insurance company shall be paid directly to the Corporation. Whilst any repair work is carried out on the Vehicle(s) the Parties will follow the Replacement Vehicle Process.

7.9 The Operator shall not do, or allow to be done anything which may make the Insurance Policy void or voidable.

7.10 If the Operator fails to maintain an adequate Insurance Policy, then the Corporation reserves the right to take out its own policy of insurance and charge the Operator for the cost of such policy.

8. PAYMENT RESULTING FROM VEHICLE LOSS

8.1 If, during the Term any of the Vehicles are lost, stolen, destroyed or so damaged that, in the insurer's opinion or where there is no insurer, the Corporation's reasonable opinion, the Vehicle(s) is judged uneconomic to repair any insurance monies paid under the Insurance Policy shall be paid to the Corporation and the Operator shall either reimburse the Corporation the declared value of the Vehicle(s) as set out in Schedule 13 if there is no insurer or the difference between the amount paid under the Insurance Policy for the claim and the declared value on the Insurance Policy, within 28 Business Days of the insurance claim being settled.

8.2 Where Clause 8.1 applies, the Corporation shall use money paid to replace the Vehicle(s) where practicable, or shall act reasonably to make any appropriate adjustments to allow the Operator to fulfil their obligations as set out in the Route Agreement.

9. WARRANTIES AND EXCLUSION OF CORPORATION'S LIABILITY

9.1 The Corporation has not made or given and does not make or give any representation, or warranty about the quality, fitness or description of the Vehicles and all such representations, conditions and warranties whether express or implied by law are excluded. No liability (except for death or personal injury resulting from the negligence of the Corporation) will attach to the Corporation in contract or tort for any loss, injury or damage sustained by reason of any defect in the Vehicles whether latent or apparent and however caused ("Vehicle Defects") other than in respect of an amount equal to Losses suffered by the Operator under the Route Agreement arising out of or in connection with Vehicle Defects, except where such Vehicle Defects are the result of the Manufacturer's design process, in which case the Parties shall agree, in writing, the cause of the Vehicle Defect and the split of any Losses suffered by either Party.

9.2 The Corporation will not be obliged to supply any replacement for the whole or any part of the Vehicle, except where the Parties follow the Replacement Vehicle Process and will not be liable for any loss including loss of earnings or profits suffered by the Operator if the Vehicles are or become unusable for any reason and, in such circumstances the Corporation shall act reasonably to make any appropriate adjustments to allow the Operator to fulfil their obligations as set out in the Route Agreement.

10. TERMINATION

10.1 This Agreement may be terminated by the Corporation immediately if:

a) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Operator; or

b) the Operator makes voluntary arrangements with its creditors or becomes subject to an administration order; or

c) the Operator goes into liquidation, except for the purpose of amalgamation, reconstruction or other reorganisation in such a manner as the Operator resulting there from agrees to be bound by or assume the obligations imposed on the Operator under this Agreement and is capable of fulfilling those obligations; or

d) the Operator ceases or threatens to cease to carry on business; or

e) the Operator gives promises or offers any gift, loan, reward or advantage whatsoever to any member, officer or servant of the Corporation;

f) the Operator commits any material breach of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 calendar days of a written request to remedy the same; or

g) the Operator fails for more than 14 calendar days to pay on the due date any sum due under this Agreement.

10.2 This Agreement may at the sole discretion of the Corporation be terminated on the date of termination in accordance with Clause 10.1 or on the expiry of the Route Agreement.

10.3 The rights to terminate this Agreement given by this Clause shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

11. NON-RETURN OF VEHICLES ON DUE DATE

11.1 If the Operator does not return the Vehicles on the date of expiry of this Agreement or on earlier termination or as agreed in writing with the Corporation, the Operator shall pay to the Corporation on demand any and all costs incurred by the Corporation as a result of the non-return of any Vehicle, including but not limited to the costs incurred by the Corporation's contractors.

11.2 After the expiry or early termination of this Agreement, the Operator shall continue to comply with all obligations in respect of the Vehicles and not use the Vehicles other than to comply or procure compliance with such obligations, to return them to the Corporation, or nominee as notified by the Corporation.

12. CONSEQUENCES OF TERMINATION OR EXPIRY

12.1 On expiry or termination of this Agreement under Clause 10 (Termination), the Operator will no longer be in possession of the Vehicles with the Corporation's consent and the Operator shall return the Vehicles to the

Corporation, or its nominee, in accordance with Clause 5.23 (Return Condition).

12.2 The termination or expiry of this Agreement shall:

a) not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry;

b) at the Corporation's sole discretion terminate the Route Agreement with such notification as required under the Route Agreement.

12.3 Upon termination in accordance with Clause 10 (Termination), and notwithstanding the Operators obligation to return the Vehicles under Clause 5.23 (Return Condition), the Corporation shall be at liberty to take possession of the Vehicles and to enter the Operator's premises at any time to do so.

12.4 If any alteration or modifications have been approved under Clause 5.12 (Modifications) then the Operator shall:

a) return the Vehicles with such alterations or modifications removed, and the Vehicles restored to their former condition at the cost of Operator; or

b) return the Vehicles with such alteration or modifications retained as previously agreed with the Corporation in accordance with Clause 5.12 above.

12.5 Without prejudice to Clause 5.26, the Parties shall within 28 days of termination or expiry of this Agreement return to the other Party (or if the other Party so requests by notice, in writing, destroy) all of the other Party's property and/or documentation in its possession at the date of termination, except for any documentation that may be required by either Party in order to comply with its statutory requirements or the data provided under Clause 13.7 (General), but will include all of its Confidential Information, together with all copies of such Confidential Information and shall make no further use of such Confidential Information.

13. GENERAL

13.1 The Operator shall pay interest from day to day, both after and before any judgement, calculated at the rate of 5 % above the base rate of HSBC Bank Plc from time to time from the due date for payment until actual payment on all overdue payments. If not paid within seven days of demand, interest will be added to the payments overdue and itself bear interest from the day of demand until payment.

13.2 Save as otherwise provided in this Agreement; any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery or first class post addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

13.2.1 if delivered by hand, at the time of delivery; or

13.2.2 if delivered by post, two Business Days after being posted or in the case of Airmail 14 Business Days after being posted.

13.3 If the Operator is more than one person, the obligations of the Operator will be binding on each person separately and all persons jointly.

13.4 This Agreement may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Corporation may dictate and shall not be binding upon the Parties unless completed in accordance with such form of variation.

13.5 Clauses 1, 3, 5, 6, 7, 8, 9, 11, 12, 13 to 27 (inclusive) will not be affected by any termination of this Agreement.

13.6 For the purpose of UK taxation and irrespective of the accounting treatment to be adopted by the Operator, the Operator is not entitled to claim capital allowances on the Vehicles.

13.7 The Operator shall provide the Corporation with the data and information set out in Schedule 14, or such other data as may reasonable be requested and notified to the Operator by the Corporation, for each of the Vehicles under this Agreement at the end of each week or at such other period or frequency as notified to the Operator in writing by the Corporation, to the addressee set out in Schedule 1.

14. DISPUTE RESOLUTION

14.1 The Corporation and the Operator shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement ("**Dispute**") before resorting to litigation.

14.2 If the Dispute is not settled through discussion between the Lease Manager and the Operator Lease Manager within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (**"Senior Personnel"**) of each of the Parties for resolution.

14.3 If the Dispute is not resolved within 28 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party ("**Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.

14.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

14.5 Where a dispute is referred to mediation under Clause 14.4, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

14.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

14.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 15 (Governing Law).

14.8 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 14 and Clause 14 shall not apply in respect of any circumstances where such remedies are sought.

15. GOVERNING LAW

15.1 This Agreement shall in all respects be construed, governed by and operate in conformity with English Law and the English Courts shall have sole and exclusive jurisdiction over any matter arising in connection with this Agreement. All payments shall be made in sterling money.

16. RIGHTS OF THIRD PARTIES

16.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Third Party Act by any person not a party to it.

16.2 Notwithstanding Clause 16.1, the Parties are entitled to vary or rescind this Agreement without the consent of any other person including any member of the TfL Group.

17. DATA PROTECTION

17.1 The Operator shall comply with all of its obligations under the Data Protection Act 1998 ("the DPA") and all regulations made under the DPA. When processing personal data (as defined in the DPA) on behalf of the Corporation ("Corporation personal data"), the Operator shall only act in accordance with instructions from the Corporation.

17.2 The Operator shall take appropriate technical and organisational security measures that are satisfactory to the Corporation, against unauthorised or unlawful processing of the Corporation's personal data and against accidental loss, destruction of or damage to such personal data. The Operator shall take reasonable steps to ensure the reliability of its staff having access to Corporation personal data and to ensure that such staff are fully aware of the measures to be taken when processing Corporation personal data.

17.3 When the Operator receives a written request from the Corporation for information about, or a copy of, the Corporation's personal data, the Operator shall supply such information or data to the Corporation within such reasonable time, and in such form, as specified by the Corporation.

18. FREEDOM OF INFORMATION

18.1 For the purposes of this Clause 18:

18.1.1 **"FOI Legislation"** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

18.1.2 **"Information"** means information recorded in any form held by the Corporation or held by the Operator on behalf of the Corporation; and

18.1.3 **"Information Request"** means a request for Information under the FOI Legislation.

18.2 The Operator acknowledges that the Corporation is:

18.2.2 subject to the FOI Legislation and agrees to assist and cooperate with the Corporation to enable the Corporation to comply with its obligations under the FOI Legislation; and

18.2.3 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Operator.

18.3 Without prejudice to the generality of Clause 17.1 (Data Protection), the Operator shall and shall procure that its sub-contractors (if any) shall:

18.3.1 transfer to the Lease Manager (or such other person as may be notified by the Corporation to the Operator) each Information Request relevant to this Agreement, or the Route Agreement that it or they (as the case may be) receive as soon as practicable and in any event within two Business Days of receiving such Information Request; and

18.3.2 in relation to Information held by the Operator on behalf of the Corporation, provide the Corporation with details about or a copy of all such Information that the Corporation requests and such Information shall be provided within five Business Days of a request from the Corporation (or such other period as the Corporation may reasonably specify), and in such form as the Corporation may reasonably specify.

18.4 The Corporation shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Operator shall not respond directly to an Information Request unless expressly authorised to do so by the Corporation.

18.5 Subject to this Clause 18 and Clause 24 (Confidentiality, Announcements and Transparency), nothing shall prevent the Operator from providing information directly to the public in response to a request that is not a request under the FOI Legislation.

19. COMMERCIAL ADVERTISING

19.1 The Operator shall allow only external commercial advertising on the Vehicles as set out in Schedule 15, and in accordance with the provisions contained in the Route Agreement.

19.2 The Corporation or its nominated advertising contractor, as notified to the Operator by the Corporation in writing, shall be responsible for any internal commercial advertising spaces on the Vehicles, as set out in Schedule 16.

19.3 The Operator shall permit the Corporation and the Corporation's nominated advertising contractor (if any) access to the Operator's property where the Vehicles are stored, for the Corporation or the Corporation's nominated advertising contractor (if any) to fix, inspect, update, change or remove any internal advertisements on the Vehicles as described in Clause 19.2 and the Operator shall ensure that the Operator's property is safe for the Corporation or the Corporation's nominated advertising contractor, its employees, agents and subcontractors to work on for the purpose of fixing, inspecting, changing or

removing the advertisements. The Operator shall make reasonable efforts to ensure that the requested Vehicles are made available to the Corporation and the Corporation's nominated advertising contractor at the times agreed between the Parties from time to time.

19.4 The Operator shall provide the Corporation or the Corporation's nominated advertising contractor (if any) with reasonable facilities for the purposes of carrying out the activities specified in Clause 19.3 and shall provide the Corporation or the Corporation's nominated advertising contractor (if any) with details of its health and safety policy and arrangements within 30 days of the Start Date or from nomination under Clause 19.2. The Corporation or the Corporation's nominated advertising contractor shall at the request of the Operator provide risk assessments and method statements for the work being undertaken. The Operator shall advise the Corporation or the Corporation's nominated advertising contractor (if any) of any changes to its health and safety policy and arrangements as they occur from time to time.

19.5 The Operator shall provide the Corporation or the Corporation's nominated advertising contractor (if any) with all reasonable assistance in connection with any activities carried out by the Corporation's nominated advertising contractor. The Operator shall also, where reasonably available at no significant cost to the Corporation or the Operator, provide to Corporation's nominated advertising contractor storage facilities for materials and equipment that the corporation's nominated advertising contractor may reasonably require to satisfy any contractual commitment to its advertisers.

19.6 In the event that any advertiser wishes to visit the Operator's property for the purpose of inspecting the display of its advertisement(s), the Operator shall permit the Corporation, its nominated advertising contractor, advertisers, their employees, agents or subcontractors, to visit the Operator's property during Working Hours and provided that at least 48 hours' notice of such a visit is given by the Corporation.

19.7 The Operator shall remove or obscure any external commercial advertising that has been damaged (including graffiti and vandalism) as soon as practicable, and shall repair, at its own cost such damage to the external commercial advertising in two Business Days of the damage occurring so that the appearance and standard of the Vehicle(s) is maintained.

19.8 Where any damage (including graffiti and vandalism) is caused to the internal commercial advertising, the Operator shall remove or obscure the internal commercial advertising as soon as practicable and shall inform the Corporation or the Corporation's nominated advertising contractor of such damage in two Business Days and shall make the Vehicle(s) available to the Corporation or the Corporation's nominated advertising contractor for

the repair of the internal commercial advertising. The cost of such repair shall be paid for by the Operator.

20. OPERATIONAL SIGNS

20.1 The Operator shall not alter, tamper with, change, cover or remove the operational signs or their location within the Vehicles from how they are set out in Schedule 17, and as varied from time to time in writing by the Corporation.

21. INTELLECTUAL PROPERTY RIGHTS

21.1 The Corporation retains all rights to replica models and other merchandising of the Vehicles.

21.2 The Operator hereby grants the Corporation an irrevocable, non-exclusive, transferable licence to use the Operator's logo and any other distinguishing marks, as set out in Schedule 18, for the use on any replica model or other merchandise produced by or on behalf of the Corporation.

21.3 The Operator shall not have, nor gain any right to use, exploit, or own any of the Intellectual Property Rights in the Vehicles.

22. ENTIRE AGREEMENT

22.1 Subject to Clause 22.2 this Agreement and all documents referred to in this Agreement, contains all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the leasing the Vehicles. Neither Party has been induced to enter into this Agreement by a statement which this Agreement does not contain.

22.2 Nothing in this Clause 22 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

23. NON-WAIVER OF RIGHTS

23.1 No waiver of any of the provisions of this Agreement is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 13.2 (General). The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

24. CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY

24.1 Subject to Clause 24.6 and Clause 18 (Freedom of Information), the each Party will keep confidential:

24.1.1 the terms of this Agreement; and

24.1.2 any and all Confidential Information that it may acquire in relation to the other Party.

24.2 Neither Party will use the Confidential Information for any purpose other than to perform its obligations under this Agreement. Each Party shall ensure that its officers and employees comply with the provisions of Clause 24.1.

24.3 The obligations on each Party set out in Clause 24.1 will not apply to any Confidential Information:

24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24) or was in its possession prior to its disclosure from the other Party;

24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being), or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

24.4 Each Party shall keep secure all materials containing any information in relation to this Agreement and its performance.

24.5 The Operator shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of this Agreement or in relation to any matter under or arising from this Agreement unless specifically granted permission to do so in writing by the Corporation. The Corporation shall have the right to approve any announcement before it is made.

24.6 The Operator acknowledges that the Corporation is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 18 (Freedom of Information), the Operator hereby gives its consent for the Corporation to publish this Agreement to the general public.

24.7 The Corporation may in its absolute discretion redact all or part of this Agreement prior to its publication pursuant to 24.6. In so doing and in its absolute discretion the Corporation may take account of the exemptions/exceptions that would be available in relation to information

requested under the FOI Legislation (as defined in Clause 18 (Freedom of Information) above). The Corporation may in its absolute discretion consult with the Operator regarding any redactions to this Agreement to be published pursuant to Clause 24.6. The Corporation shall make the final decision regarding publication and/or redaction of this Agreement.

24.8 Notwithstanding Clause 18 (Freedom of Information) and Clause 24, the Corporation may at its sole discretion, disclose any of the data provided under Clause 13.7(General), or any other information in relation to this Agreement or the Vehicles, to any person and for any purpose. The Corporation may consult with the Operator before disclosing any information, but the Corporation shall make the final decision regarding the disclosure of the information.

24.9 The provisions of this Clause 24 will survive any termination of this Agreement for a period of 6 years from termination.

25. NOVATION

25.1 The Corporation may novate or otherwise transfer this Agreement (in whole or in part).

25.2 Within 10 Business Days of a written request from the Corporation, the Operator shall at its expense execute such agreement as the Corporation may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement to one or more persons nominated by the Corporation.

25.3 This Agreement is personal to the Operator who shall not assign the benefit or delegate the burden of this Agreement, novate or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Corporation.

25.4 In the event that the Operator wishes to assign or novate this Agreement, then at its sole expense the Operator shall inform the Corporation, in writing, at least six weeks prior to the date the Operator intends to assign or novate this Agreement, along with the form of assignment or novation agreement to be executed by the parties.

25.5 Upon receipt of such notice the Corporation may:

25.5.1 consent to the assignment or novation by executing the proposed assignment or novation agreement and returning such copies to the Operator; or

25.5.2 amend any terms of, and/or attach further conditions to the assignment or novation agreement as it sees fit, in which case the consent of the Corporation shall be conditional on the acceptance of such amendments and/or conditions. Upon acceptance of such amendments and/or conditions by the

Operator, the Corporation shall execute the amended form of assignment or novation agreement and return such copies to the Operator; or

25.5.3 refuse consent to the proposed assignment or novation.

26. RELATIONSHIP OF THE PARTIES

26.1 Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided for in Clause 3.2 (Lease of Vehicle), neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

27. SET-OFF

27.1 All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Corporation arising out of or attributable to this Agreement or any other contract between the Corporation and the Operator may be deducted by the Corporation from monies due or which may become due to the Operator under the Route Agreement or any other Route Agreement or contract with the Corporation as a debt.

THIS AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed by)
for and on behalf of)
the **Corporation**)

Signature Print name and position

Date:

Signed by)
for and on behalf of)

the **Operator**)

Signature Print name and position

Date:

SCHEDULE 1 - AGREEMENT INFORMATION

1. Route Agreement Number:

2. Route Number (s)

3. Start Date:

4. End Date:

5. Delivery Address: [Insert Delivery Address]

6. CONTACT ADDRESS FOR CORPORATION

Lease Manager: [redacted]
[redacted]
LBSL
10Y3 Palestra
197 Blackfriars Road
London
SE1 8NJ

Telephone:

Email address:

7. CONTACT ADDRESS FOR OPERATOR

Operator Lease Manager: [Insert Details of Operator Lease Manager]

Telephone:

Email address:

8. USUAL BUSINESS LOCATION OF THE VEHICLES

[Insert Address]

Email address:

9. Operator's Group:

SCHEDULE 2 - SPECIFICATION OF VEHICLE

The following [X] Vehicles have been supplied to the Operator and are identified as follows:

Registration Number	Bonnet Number	Chassis Number

SCHEDULE 3 – ACCEPTANCE TEST AND STANDARDS

NBfL Asset Checklist TC.xls

SCHEDULE 4 – BUILD SPECIFICATION

Sched 4 NBfL Build Specification - final.pd

SCHEDULE 5 – REPLACEMENT VEHICLE FORM

Sched 5 NBFL - vehicle change form.d

SCHEDULE 6 – RENTAL PAYMENTS

1. LEASE RENTAL PAYMENTS

The Lease Rental is £1.00 (one pound) per vehicle per year or part year which shall be paid annually on the 1 June, or in the initial year, on the Start Date.

The total payment for [X] Vehicles per year will be £[X].00.

The payment shall be made to:

London Bus Services Limited
Accounts Receivable
PO Box 45279
14 Pier Walk
London
SE10 1AP

SCHEDULE 7 – REPAIR AND MAINTENANCE STANDARDS

To be provided on DVD from Wrights

SCHEDULE 8 - WARRANTIES

Manufacturer's warranties	The following warranty periods are to be provided: Whole Vehicle - 2 years a) General Under Frame – 12 years b) Engine – 2 years plus options for 3 and 5 years c) Engine Auxiliary Components – 2 years d) Hybrid system major components (e.g. power storage system, generator motor, drive motor, power control systems) – 2 years plus options for 3 and 5 years e) Transmission – 2 years plus options for 3 and 5 years f) Full Drive Line – 2 years plus options for 3 and 5 years g) Under Frame Structural Integrity – 12 years h) Under Frame Corrosion – 6 years i) Body Frame Structural Integrity – 12 years j) Body Frame Corrosion – 6 years k) General Body Frame – 6 years l) Ramp Equipment – 5 years m) Interior Lighting – 5 years n) Floor Covering – 5 years o) Floor Boards – 5 years p) Door Systems – 5 years q) Destination Equipment – manufacturer specific r) Exterior Paint Colour Retention – 3 years (clear over base 5 years).

SCHEDULE 9 – LIST OF APPROVED SPARE PARTS

NBfL lease Schedule 9.doc

SCHEDULE 10 – VEHICLE MODIFICATION FORM

Sched 10 NBFL - modifcation request.c

SCHEDULE 11 – OPERATIONAL MANUAL

To be provided on DVD from Wrights

SCHEDULE 12 – RETURN CONDITION

Sched 12 NBFL - return condition v3.D

SCHEDULE 13 – INSURANCE LEVELS

Period	Declared Value of each vehicle £
From registration until 1st anniversary of registration	354,500
Between 1st and 2nd anniversary of registration	329,179
Between 2nd and 3rd anniversary of registration	303,858
Between 3rd and 4th anniversary of registration	278,537
Between 4th and 5th anniversary of registration	253,216
Between 5th and 6th anniversary of registration	227,895
Between 6th and 7th anniversary of registration	202,574
Between 7th and 8th anniversary of registration	177,253
Between 8th and 9th anniversary of registration	151,932
Between 9th and 10th anniversary of registration	126,611
Between 10th and 11th anniversary of registration	101,290
Between 11th and 12th anniversary of registration	75,969
Between 12th and 13th anniversary of registration	50,648
Between 13th and 14th anniversary of registration	25,327

SCHEDULE 14 – DATA PROVIDED BY OPERATORS

Sched 14 - fuel reporting sample.pdf

SCHEDULE 15 – EXTERNAL ADVERTISING LOCATIONS

Sched 15 NBFL
ADVERT BOARD SIZE

SCHEDULE 16 – INTERNAL ADVERTISING LOCATIONS

This schedule is currently blank. If and when interior commercial advertising is permitted, a schedule will be issued by the corporation

SCHEDULE 17 – OPERATIONAL SIGNS AND LOCATIONS

Sched 17 Draft
(confidential) may 13

SCHEDULE 18 – OPERATORS LOGO

To be provided by the Operator

NBfL Post Delivery Asset Checklist - Asset Checklist

As a minimum, the following list of items must be checked on receipt of the vehicle by the Operator.
Checks must be made for presence, condition or functionality as appropriate. Findings to be recorded and submitted to TfL.

Registration No.	
Fleet No.	
Body No.	
Vin No.	
Engine No.	

Seating Capacity	
Standees	
Wheelchair Space	
Recorded mileage	

A full visual and functional interior, exterior and underside inspection is to be carried out

Check No	**Exterior**	Yes	No
1	Bodywork painted to correct specification		
2	No exterior damage or marks		
3	All vinyls and signage fitted in correct location and accordance with TfL's Op. Signs and Location Manual		
4	Exterior lighting to specification and working		
5	All exterior latches, switches, and buttons in working order		
6	Access panels and doors fitted correctly and functioning, battery tray and fittings		
7	Glass and sealing complete, safety marks visible		
8	Tyres correct size, inflation and good condition		
9	Torque check wheelnuts		
10	Wheel nuts, and securing devices in place.		
11	Windscreen wipers and arms secure and correctly positioned		

Check No	**Exterior**	Yes	No
12	Wing mirrors and arms to correct specification and adjusted correctly.		

Check No	**Under vehicle**	Yes	No
13	All major components secure		
14	No air, fuel or coolant leaks		
15	Suspension working correctly		
16	Relevant skid plates and under bus protection fitted		
17	Routing of cabling and piping		
18	Body fixings		
19	U bolts and tie rods secure (retorque)		
20	Fuel lines secure and protected		
21	Exhaust jacket and security, routing of system		

Check No	**Interior**	Yes	No
22	Check passenger doors operation, safety edge test and interior and exterior door control buttons.		
23	Check operation of rear door interlock buttons, crew signal and hazard warning buttons.		
24	Check door/brake interlock		
25	Drivers seat, all controls work.Cash tray and coat hooks		
26	CCTV cab monitors, all cameras and saloon monitors operating		
27	Interior lighting, automatic and manual. Cab lighting		
28	Blind operation, illumination, route program		
29	Seat cushions, fixings, legs and colour		
30	Handpoles, bell pushes, wheelchair access areas		
31	Heating, ventilation and air chill operational inc. cab.		
32	Emergency exit glass punches fitted.		
33	Deploy ramp, check warnings and safety edge operation		
34	Staircase, grab rails and vanity screening security		
35	No Finger traps / sharp edges/ H&S issues		

Check No	**Engine bay**	Yes	No
36	No Leaks, oil, fuel, air, hydraulic		
37	Heating taps tamper proof		
38	Routing of fire suppression system		
39	Boot lid locks in place		
40	Emergency stop		
41	Test coolant level warning system.		
42	All piping, hoses, ducting and wiring secured		
43	All relevant sensors connected and working		
44	Check levels, oil, cooling , gearbox, steering		
45	Soundproof insulation fixed and clear of heat sources		

SCHEDULE 3

Record defective and none compliance items below together with rectification action.

Chk No	Defect	Rectification

Acceptance Approval	
Operator:	
Accepted Y/N	
Inspector's name:	
Date of inspection:	
Rejected	
Inspector's name:	
Date of inspection:	

SCHEDULE 5

New Bus for London – Replacement Vehicle Form

Lease contract number (s):	
Date raised:	
Raised By (name, company):	

Type of Change	Long term replacement / TVR change / short term loan
Details of change: *Eg vehicle removed due to reduction in level of spares; additional vehicle supplied to enable fleet upgrade between 1/5/14 and 30/6/14*	

Vehicle Registration Additional Vehicle(s)	Vehicle Registration Removed vehicle(s)	Date of change

Details of any variations to the obligations of the lease with respect to the vehicle(s) listed above:

Authorised on behalf of the **Corporation** Name:	Authorised on behalf of the **Operator** Name:
Signature:	Signature:
Date:	Date:

SCHEDULE 10

New Bus for London – Vehicle Modification Form

Lease contract number(s):		Route number(s):	
Vehicle Registration Number (s):			
Date raised:		Number of Vehicles	

Title of change:	
Originator (name and company):	
Reason for request for change and proposed change:	
Reinstatement of change expected at end of lease?	**Yes/No** (delete as appropriate)
Fully funded by Operator?	**Yes/No** (delete as appropriate)

Date of response:	
Response provided by:	
Response to request, including agreement on any costs and implementation plan:	
Is the operator required to remove/reinstate/make good the modification at end of lease?	**Yes/No** (delete as appropriate)

Authorised on behalf of the **Corporation** Name:	Authorised on behalf of the **Operator** Name:
Signature:	Signature:
Date:	Date:

New Bus for London – Return Condition

INTERIOR

Category	Acceptable Wear and Tear	Not Acceptable
Seating	Worn seats, where normal day-to-day use has caused the fabric to wear, eg on seat edges Minor scratches to seat backs, sides and frames where caused by normal day-to-day use.	Soiling of the seats Torn, holed or burnt fabric Poorly repaired (including stitching) Incorrect moquette Non colour-matched seat backs and side panels. Damaged, dirty, graffitied, stained, burnt, heavily scratched, etched or deformed seat backs
Flooring	Wear, where caused by normal day-to-day use Minor damage around step edges and floor edges, where professional repairs/resealing have been carried out	Cuts, holes, “bubbling up” and graffiti Step edges and flooring that has lifted Repairs with, for example, additional visible rivets to hold down edges or non-matching materials Repairs using non-matched materials
Hand and grab rails Bell pushes	Worn finishes where caused by normal day-to-day use	Bent or cut Non colour-matched elements, eg clamps Dirt and graffiti Wear caused by inappropriate cleaning Replacement with other than original type
Drivers’ controls and cab equipment	Normal wear caused by day-to-day use to surfaces, switches, steering wheel.	Cracked or damaged dashboard and other controls/equipment Defective switches Non-operative lights

DRAFT

		Cut steering wheel Cab seat badly deteriorated, torn or damage coverings. Adjustment mechanism faulty Assault screen, cracked, damaged or excessively scratched so as to impair vision.
Notices and Logos		Operator specific notices and logos Missing or damaged notices (see Schedule 17)
Lights		Missing or non-working lights/lamps
Panels (vertical and ceiling)		Damaged, dirty, graffitied, stained, burnt, heavily scratched, etched or panels Dirt and graffiti Repairs with, for example, additional visible rivets or non-matching materials
Heating, cooling and ventilation systems (Driver and passenger)		Inoperative Blocked air vents Performance not as per specification in Schedule 4
Safety		Missing break-glass devices Missing, empty, defective or incorrect type of fire extinguisher Engine compartment fire suppression system not serviced and inspected within the last 12 months Roof escape hatch interior cover damaged or missing
Door/Open platform - rear door panels and securing mechanisms		securing/locating pins bent or damaged cover panels badly worn, or scratched conductor controls inoperative or damaged

DRAFT

EXTERIOR

Category	**Acceptable Wear and Tear**	**Not Acceptable**
Scratches and Scuffs	Scratches and scuffs to bumpers, stone chippings on the front and low sides of the vehicle and minor scratches to paintwork if the paint surface is not broken	Scrapes and scratches to the paintwork where cutting will not restore the finish and repainting and/or filling is necessary
Body damage	Very minor differences in shades of paint, due to bleaching of older paint compared to more recent re-sprayed panels Fading of paint due to normal aging and use, including reasonable differences between panels due to properly carried out repairs	Dents, holes, cracks or other impact damage to bodywork or bumpers Non matching replacement panels Brush painted repairs Damage caused by grounding out 'patchwork' of multiple different shades of red paint, or other repairs that are detrimental to the overall condition of the vehicle Faded paintwork due to incorrect paint for repairs or cleaning process
Corrosion	Light corrosion caused by natural elements	Corrosion caused by poor repair or chemicals heavy corrosion due to natural elements
Mirrors	Light scratches and scuffs to the mirror casings and arms	Heavy scratches and scuffs to the mirror casings and arms Broken or damaged mirror glass
Lights and lenses		Broken of cracked lamps and lenses Non-working lights (including blind displays)
Doors and Trim		Doors that do not operate as per manufacturers specification Missing door seals / rubber/brushes
Glass (interior and exterior)		Chips and cracks in any piece of glass

DRAFT

		Etching and graffiti Missing safety markings The anti-etch protective film must be intact and undamaged on the windows where fitted
Livery, notices, advertising	Advertising frames may remain, assuming that they are in good repair and the Corporation confirms that the next operator wishes them to remain Minor discrepancies in paint colour where operator logos have been removed	Commercial advertising, unless it is agreed with the Corporation that the advertising will carry across to the next Operator. Operator logos, and any residual glue etc from their fixing. The Operator should make every reasonable attempt to remove pronounced 'shadow' from the logo Missing or damaged notices as detailed in schedule 17
Wheelchair ramp	Light dents to the covers on ramp that do not affect the operation Wear of the ramp surface due to normal day-to-day use	Dents and other damage that prevent the ramp form working. Safety devices inoperative Manual operation tooling missing
Tyres and wheels	Wear, as long as there is a tread depth of at least five mm more than the legal minimum Recuts are permitted to the rear tyres only Light scratches and scuffs to wheel hubs, wheel rims and trims	Sidewall damage Cuts in excess of 25mm or which when opened expose the structural cords Punctures Flat spots and other tread damage Damage caused by running flat Wear in excess of that shown as acceptable Extensive scratching and damage to the wheel rims, and in particular dents to the area in proximity with the tyre

DRAFT

LEGAL AND DOCUMENTS

Category	Acceptable Wear and Tear	Not Acceptable
Legal		On average, the vehicles being returned should have an average of at least 6 months MOT, and no vehicle should have an MOT of less than two months at the date of return.
Servicing Documents	Making available Full service history and parts replacement record. Warranty repair records	Incomplete servicing history for past 6 months Incomplete recording of items repaired or outstanding to be repaired under warranty

MECHANICAL AND DRIVE TRAIN

Category	Acceptable Wear and Tear	Not Acceptable
Mechanical	All vehicles should be capable of passing an MOT. Items showing wear but that would reasonably be expected to last 4 weeks or longer of normal London operation.	Any defect that is likely to fail an MOT, or would fail a normal periodic safety inspection Any item showing excessive wear, or that would be expected to fail or be replaced within 4 weeks of the date of return
Battery	Should be capable of retaining at least 85% of original charge capacity.	

DRAFT

TfL Monitoring and Evaluation Framework for Low-Carbon Buses

Summary of fleet operation (bus operator) **Version 8.0**

Operator name:	
Year:	
Mileage units:	
Quarterly reporting period:	
Daily reporting period:	

Instructions

Background This data collection form is designed to support the performance evaluation of in-service low-carbon buses. It is to be completed by the bus operator for each low-carbon (hybrid) bus in the fleet. Additional diesel and/or depot level data should also be supplied for benchmarking purposes. The data collection form must be completed on either a daily, weekly or quarterly basis, and the operator should ensure that appropriate procedures are introduced to enable this.

Please note that the quarterly data returns are only submitted to TfL at the end of each quarter.

Quarterly reporting

Step 1 On the 'Instructions' sheet, enter the operator's name, the reporting year, the mileage units and the quarterly reporting period in the yellow cells in the top left-hand corner. The year, mileage units and quarterly reporting period are selected using the drop-down menus provided.

Step 2 On the quarterly reporting sheet (V_QRT_Full for full reporting; V_QRT_Simplified for simplified reporting):

Step 2a For each low-carbon bus, enter the following information in the 'Quarterly data returned for each hybrid and monitored bus' table:

(i) The route number and the fleet number.

(ii) **Full reporting only**: The number of hours during the quarter that the bus has been operational and the number of hours that the bus has been out of service. The out of service hours must be categorised according to the 10 options available.

(iii) The total vehicle mileage and the total amount of fuel dispensed during the quarter for the low-carbon bus.

(iv) **Full reporting only:** The total vehicle mileage and the total amount of fuel dispensed during the quarter for a benchmark diesel vehicle or for the depot from which the related monitored vehicles are operating. Select whether the benchmark data relates to a non-hybrid diesel vehicle, or to the depot from which the related monitored vehicles are operating. If the benchmark data relates to an individual vehicle then enter the fleet number of that vehicle.

Step 3 Save the file using the following file-naming approach: Qrt-YYYY-N-OOO.xls, where:

YYYY is the year relating to the end of the quarter (e.g. 2013)

N is the calendar quarter number (i.e. 1 for January-March, 2 for April to June, 3 for July-September and 4 for October to December)

OOO is the three-letter operator code (e.g. GAG).

For instance, the data collection form for the above operator for the second quarter of 2013 would be named *Qrt-2013-2-GAG.xls*

Step 4 At the end of each quarter the spreadsheet must be submitted by email to TfL, using the address: HybridM@tfl.gov.uk.

Daily reporting (V_## worksheets)

Step 1 On the 'Instructions' sheet, enter the operator's name, the reporting year, the mileage units and the daily reporting period in the yellow cells in the top left-hand corner. The year, mileage units and daily reporting period are selected using the drop-down menus provided.

Step 2 For each low-carbon bus in turn, enter the required information in the yellow cells on the relevant sheets (V_01 to V_30).

Step 2a Firstly enter the fleet number in the yellow cell indicated.

Step 2b For each day of the reporting period, enter the following information:

(i) The route number.

(ii) If a vehicle has not completed a full duty, the reason must be stated using the drop-down menu provided, and the duration must be noted. Where a vehicle has been out of service for various different reasons, these can be listed using the '*Other (hybrid related)*' category for out-of-service reasons related to the hybrid technology, or '*Other (non-hybrid related)*' for any other reason not connected to the hybrid technology.

(iii) The actual duration of the operational duty completed

(iv) The vehicle mileage (and units) at fuel refill, and the amount of fuel dispensed. The vehicle mileage should be taken from the vehicle odometer or hubometer. **NB**: This is the total accumulated vehicle mileage, not the daily mileage.

(v) Any safety-related incidents, again using the drop-down menu provided.

Step 3 For each baseline diesel bus, enter the required data on sheet V_BD.

Step 3a For up to two depots from which monitored vehicles are operating, enter the route number relating to the low-carbon/diesel vehicles in the yellow cells, as indicated.

Step 3b Enter the total mileage and fuel used for all vehicles in each depot during the 4-week period.

Step 3c For all diesel vehicles being monitored, enter the route number and then the fleet number in the yellow cells, as indicated. Up to 20 vehicles can be included.

Step 3d Enter the total 4-week mileage and 4-week fuel used for each diesel vehicle.

Step 4 Save the file using the following file-naming approach: *4wk-YYYY-WF-WL-OOO.xls* , where:

YYYY is the year (e.g. 2013)

WF is the first calendar week of the period, using a zero where appropriate (e.g. 05)

WL is the last calendar week of the period, using a zero where appropriate (e.g. 08)

OOO is the three-letter operator code (e.g. GAG)

Hence, for the above the file name would be *4wk-2013-05-08-GAG.xls* .

Step 5 At the end of each week the spreadsheet must be submitted by email to TfL, using the address: HybridM@tfl.gov.uk.

Definition of a full duty

For the purposes of this evaluation, a 'full duty' is defined as completion of the total scheduled number of hours on any particular day. Operators should adopt a pragmatic approach when deciding whether the full duty has been completed.

DELETE ENTRY

The 'DELETE ENTRY' option should only be used for the first bus refill and only once after an extended period whilst a bus is out of service, such as Manufacturer investigations. This option resolves the problem of misleading MPG data resulting from high mileage increments and minimal refuel when buses return from non-operational duties.

Low-carbon bus V_01

Reporting period	**0**
Year	**0**

Vehicle information

Fleet number	

Notes

1 The default setting 'Not known' is taken to be equivalent to 'No'.

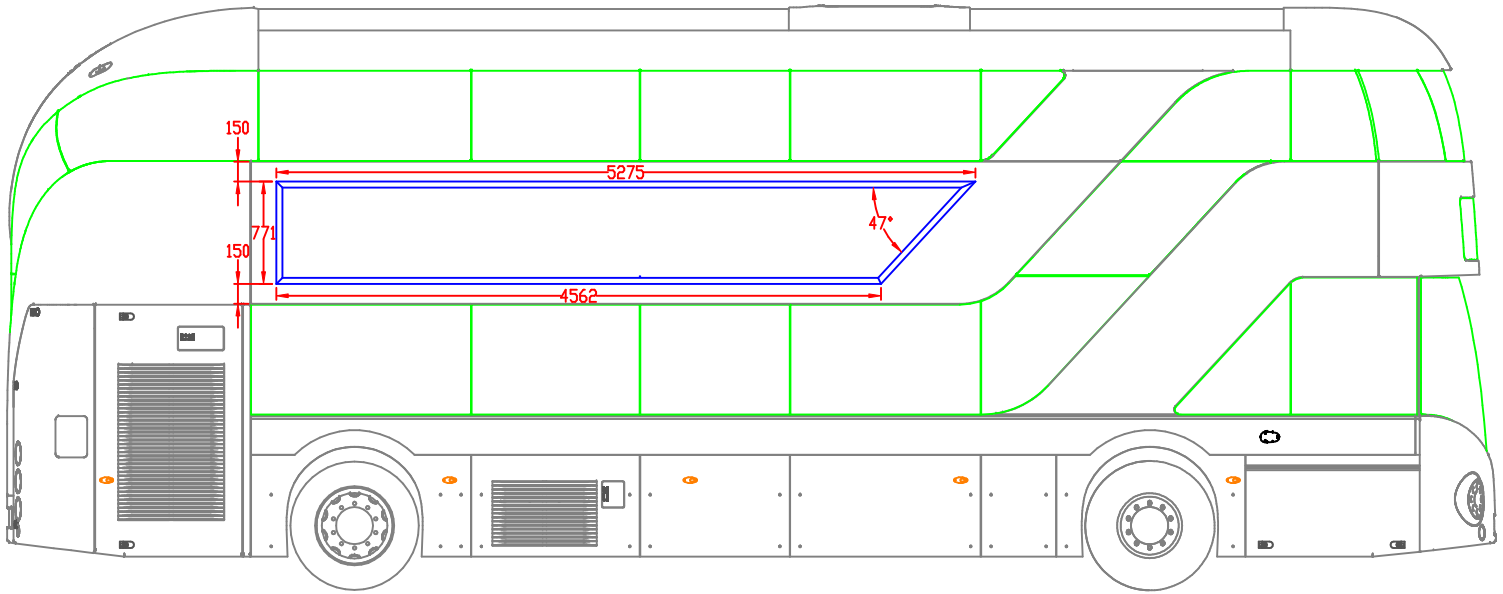
2 Fuel refill - please ensure that data are complete and units are correct.

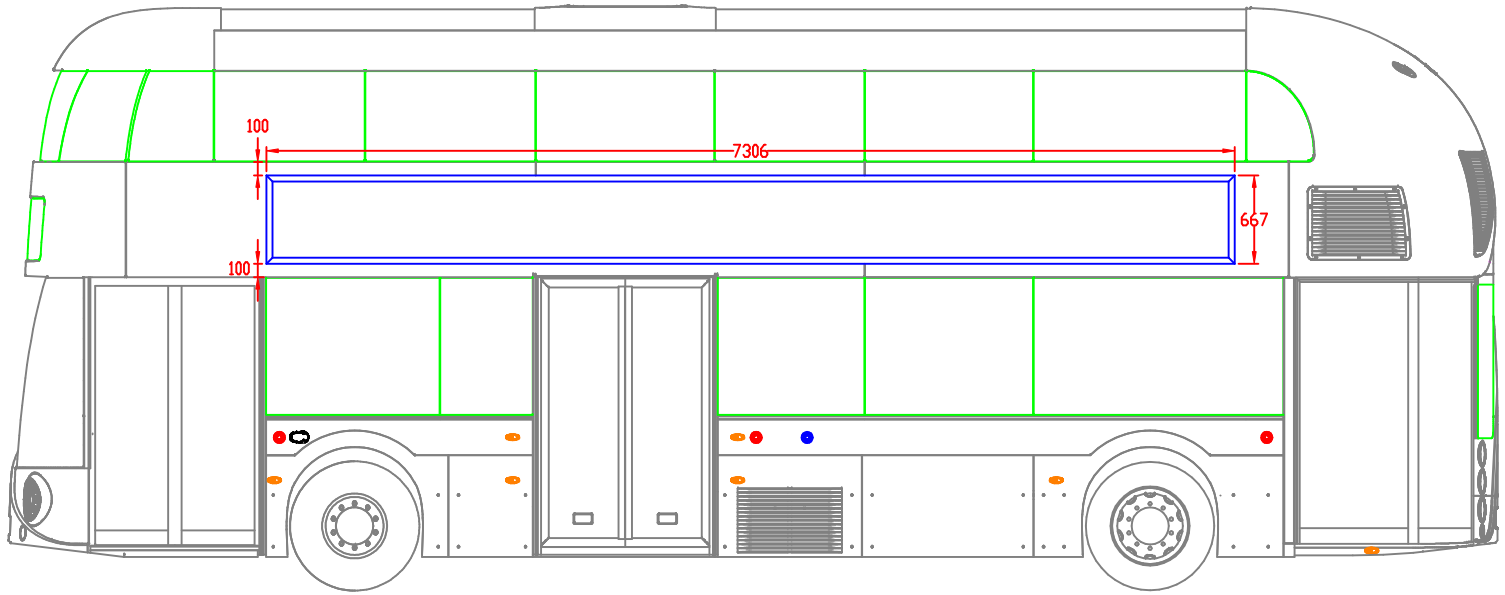
3 Safety-related incidents should only be noted if they are related to the vehicle technology.

Data to be recorded daily

Week number	Day of reporting period	Date (dd/mm/yy)	Vehicle in service			Vehicle out of service			Fuel refill 2			Average daily fuel consum-ption	Average daily fuel efficiency	Safety-related incidents 3	
			Route number	Vehicle in service for full duty? 1	Actual duration of operational duty (hours)	Reason for vehicle being out of service (if applicable)	Specify	Total duration (h)	Vehicle odometer or hubometer reading at refill		Fuel dispensed (litres)			Reason	Specify other
									Mileage	Units		l/100km	mpg		
-3	1	#N/A		- Not known -		- Not applicable -								- No incident -	
	2	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	3	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	4	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	5	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	6	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	7	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
-2	8	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	9	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	10	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	11	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	12	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	13	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	14	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
-1	15	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	16	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	17	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	18	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	19	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	20	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	21	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
0	22	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	23	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	24	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	25	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	26	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	27	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	
	28	#N/A		- Not known -		- Not applicable -						0.0	0.0	- No incident -	

SHEET 1 of 1





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REV	BY	DATE	DETAILS	CHANGE NO.
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
2	S.BELL	13-05-11	ADVERT BOARD SIZES UPDATED AS PER HEATHERWICK SPEC	-

WRIGHTBUS QUALITY BY DESIGN

© Copyright Wrightbus Ltd Ballymena N.I.

DO NOT SCALE

DESCRIPTION: NBfL Double Decker - Exterior Advert Frames

DRAWN BY	DATE	SCALE	dimension tolerance +/- 0.5mm angular tolerance +/- 0.5 deg unless otherwise stated
S.BELL	04-Apirl-11	0.025	

CHECKED BY	CHECK DATE	SIZE	PART No	REV
S.M	04-Apirl-11	A3	NBfL Double Decker - EXT ADVERTS	2

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London Buses

New Bus For London graphic standards

Issue 3 (Draft 4)

MAYOR OF LONDON

Transport for London

Contents

Foreword

1 Basic elements

2 Bus exterior decals

3 Bus interior decals

4 Position of exterior signs

5 Position of interior signs

Foreword

A well designed, confident and consistent visual identity is highly effective in communicating the strengths of our organisation. It is essential that Transport for London (TfL) maintains a high standard for co-ordinated design in every aspect of our operations.

This document details all graphics that are to be applied to the New Bus For London. Where necessary, technical descriptions and intended locations are provided.

To obtain the approved artwork within this standard please contact TfL Corporate Design
telephone: **020 7126 4462 or**
email: **corporatedesign@tfl.gov.uk**

No other artwork is to be used.

1 Basic elements

Introduction
This section of the document gives guidance on the basic elements that are used to produce the graphic elements on a bus. The information covered includes the use of the corporate typeface and colours.

Further information can be found in design standards available on the TfL website:
tfl.gov.uk/corporatedesign

1.1 Typography

New Johnston Medium is London Buses' primary typeface and is used for all graphic signing on London Buses.

No other font is to be used without prior agreement with TfL Corporate Design.

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890£/.,"():;

New Johnston Medium

Ab

1.2 Colours

The colours shown here are those used on London Buses to produce graphic elements.

The Pantone Matching System is to be used for print purposes and the Natural Colour System (NCS) is to be used for paint applications.

All TfL corporate design standards are available from the TfL website:
tfl.gov.uk/corporatedesign

Corporate Blue

PANTONE®	NCS
72	S 3560-R80B

Corporate black

PANTONE®	NCS
Black	S 9000-N

Safety Red

PANTONE®	NCS
485	S 1085-Y80R

Safety Yellow

PANTONE®	NCS
116	S 0580-Y10R

Safety Green

PANTONE®	NCS
356	S 3065-G10Y

Safety Blue

PANTONE®	NCS
300	S 3065-R90B

2 Bus exterior decals

The following pages illustrate the graphic elements that are to be applied to the bus exterior.

2.1 Bus roundel

Artwork reference number
NBFL/BEX/01A

Position on bus reference
A

Size
490mm (roundel bar width)

Colour
White

2.2 Wheelchair accessibility

Artwork reference number
NBFL/BEX/02

Position on bus reference
B

Size
134mm diameter

Colour
Safety Blue (Pantone 300)

2.3 Walking stick accessibility

Artwork reference number
NBFL/BEX/03

Position on bus reference
C

Size
134mm diameter

Colour
Safety Blue (Pantone 300)

2.4 Fleet number

Artwork reference number
NBFL/BEX/04 (template)

Position on bus reference
D

Size
70mm cap height
(298pt)

Colour
White

2.5 Danger 600 volts

Artwork reference number
NBFL/BEX/06

Position on bus reference
E

Size
45 x 65mm

Colour
Safety Yellow (Pantone 116)
Black 100%

2.6 Supplementary text

Artwork reference number
NBFL/BEX/08

Position on bus reference
F (in appropriate location)

Size
20mm cap height
(85pt)

Colour
White

Note
All supplementary text is to be set in New Johnston Medium mixed upper and lower case.

Where supplementary text goes over onto more than one line, then the text is to be centred.

The samples shown here are for illustrative purposes only.

2.7 Emergency door release (bus body)

Artwork reference number
NBFL/BEX/09

Position on bus reference
G

Size
88 x 36mm

Colour
Safety Green (Pantone 356)

2.8 Emergency door release - Pull and slide - Left facing (bus doors - centre - exterior)

Contents

Artwork reference number
NBFL/BEX/10

Position on bus reference
H

Size
142 x 64mm

Colour
Safety Green (Pantone 356)

2.9 Emergency door release - Pull and slide - Right facing (bus doors - centre - exterior)

Artwork reference number
NBFL/BEX/I I

Position on bus reference
J

Size
I42 x 64mm

Colour
Safety Green (Pantone 356)

2.10 Operator address and vehicle weight

Artwork reference number
NBFL/BEX/12

Position on bus reference
K

Size
20mm cap height on 20mm leading
(85/85pt)

Colour
White

2.11 Operator logos

Artwork reference number
NBFL/BEX/13

Position on bus reference
L

Size
Operator logo is to fit within an area of 800 x 190mm unless agreed with TfL Design in advance.

The London Buses roundel must always be the dominant branding on the bus

Colour
White

2.12 Cleaner Air for London (Hybrid) logo

Artwork reference number
NBFL/BEX/15

Position on bus reference
M

Size
700mm width

Colour
CMYK

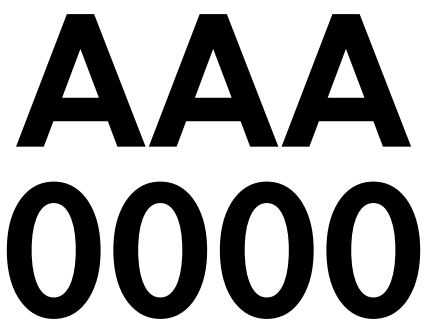
2.13 Bus roof identification number

Artwork reference number
NBFL/BEX/15

Position on bus reference
N

Size
350mm cap height

Colour
Black



3 Bus interior decals

The following pages illustrate the graphic elements that are to be applied to the bus interior.

3.1 Priority wheelchair area

Artwork reference numbers
NBFL/BIN/01A

Position on bus reference
2A

Size
588 x 194mm

Colour
Safety Blue (Pantone 300)

Buggy users please make space for wheelchair users
Priority wheelchair area
This space is reserved for a wheelchair
The wheelchair must be placed facing rearwards resting against the support or backrest with the brakes on
Please give up this space for a wheelchair user
Baby buggies
Buggies can use this area if it is not needed by a wheelchair user
Please move out of the wheelchair priority area if necessary
Buggies may need to be folded at busy times

3.2 Priority seats

Artwork reference number
NBFL/BIN/02

Position on bus reference
2B

Size
170 x 220mm

Colour
Safety Blue (Pantone 300)

3.3 Penalty fare combination (lower deck)

Artwork reference number
NBFL/BIN/07

Position on bus reference
2D

Size
850 x 190mm

Colour
Corporate Blue (Pantone 072)
Corporate Red (Pantone 485)
Safety Blue (Pantone 300)
Pantone 235
Black 100%

Note
This sign is for lower deck use only.

£80 penalty fare or prosecution
if you fail to show a valid ticket for the whole of your journey or a validated Oyster card
Welcome aboard
Buggy users must give priority to wheelchair users
Induction loop
An induction loop facility is available for use
CCTV cameras in operation
Images are being recorded in the interest of safety, security and crime prevention
This scheme is controlled by
No smoking
No alcohol
Drinking alcohol or carrying open containers of alcohol is prohibited on this bus
Comments, complaints and suggestions
If you have a comment on the service, please contact London Buses:
Website: tfl.gov.uk
By phone: 0845 300 7000
(0800 to 2000) Monday to Friday
If you are not satisfied with London Buses' response you can contact London TravelWatch:
Website: www.londontravelwatch.org.uk
In writing: London TravelWatch, 6 Middle Street, London EC1A 7JA
London TravelWatch will only take up cases after London Buses have been given the opportunity to reply.
Bus Registration:
Assaults
Our staff and passengers have the right to work or travel without fear of attack. We will always press for the strongest penalties against those who assault.
Travel information
For journey planning, times and fares on all transport in London, please call Transport for London 24 hour Travel Information.
tfl.gov.uk
0845 222 1234*

3.4 Penalty fare combination (upper deck)

Artwork reference number
NBFL/BIN/08

Position on bus reference
2E

Size
513 x 129mm

Colour
Corporate Blue (Pantone 072)
Corporate Red (Pantone 485)
Black 100%

Note
This sign is for upper deck use only.

For your safety
Please do not stand on the upper deck or stairs
£80 penalty fare or prosecution
if you fail to show a valid ticket for the whole of your journey or a validated Oyster card
CCTV cameras in operation
Images are being recorded in the interest of safety, security and crime prevention
This scheme is controlled by
No smoking

3.5 Capacity

Artwork reference number
NBFL/BIN/09

Position on bus reference
2F

Size
250 x 90mm

Colour
Corporate Blue (Pantone 072)

3.6 Emergency exit - In emergency break glass

Artwork reference number
NBFL/BIN/1 1

Position on bus reference
2S

Size
140 x 38mm

Colour
Safety Green (Pantone 356)

This is a double sided sign. The same artwork is printed on both sides.

3.7 Emergency door release - Push/Pull here

Contents

Artwork reference number
NBFL/BIN/I 5

Position on bus reference
2G

Size
80 x 64mm

Colour
Safety Green (Pantone 356)

This is a double sided sign. The artwork is different for both sides.

3.8 Emergency exit

Artwork reference number
NBFL/BIN/17

Position on bus reference
2J

Size
182 x 30mm

Colour
Safety Green (Pantone 356)

This is a double sided sign. The same artwork is printed on both sides.

3.9 Contactless payment/cash users (Front door)

Artwork reference number
NBFL/BIN/19

Position on bus reference
2L

Size
112 x 368mm

Colour
Pantone 072 Blue
Pantone 300 Blue
CMYK

This is a double sided sign. The artwork is the same on both sides.

oyster
Contactless payments accepted:
On boarding please touch your card flat on the reader
See tfl.gov.uk/tickets for terms and conditions
Cash users must pay driver

3.10 Contactless payment/cash users (middle and rear doors)

Artwork reference number
NBFL/BIN/20

Position on bus reference
2M

Size
112 x 368mm

Colour
Pantone 072 Blue
Pantone 300 Blue
CMYK

This is a double sided sign. The artwork is the same on both sides.

oyster
Contactless payments accepted:
On boarding please touch your card flat on the reader
See tfl.gov.uk/tickets for terms and conditions
Cash users must use the front door and pay driver

3.11 Watch out for moving traffic

Artwork reference number
NBFL/BIN/21

Position on bus reference
2N

Size
112 x 140mm

Colour
Pantone 116 Yellow
Black 100%

This is a double sided sign. The artwork is the same on both sides.

3.12 Staircase leads to open platform

Artwork reference number
NBFL/BIN/22

Position on bus reference
2O

Size
112 x 154mm

Colour
Pantone 116 Yellow
Black 100%

3.13 Emergency exit - Break glass

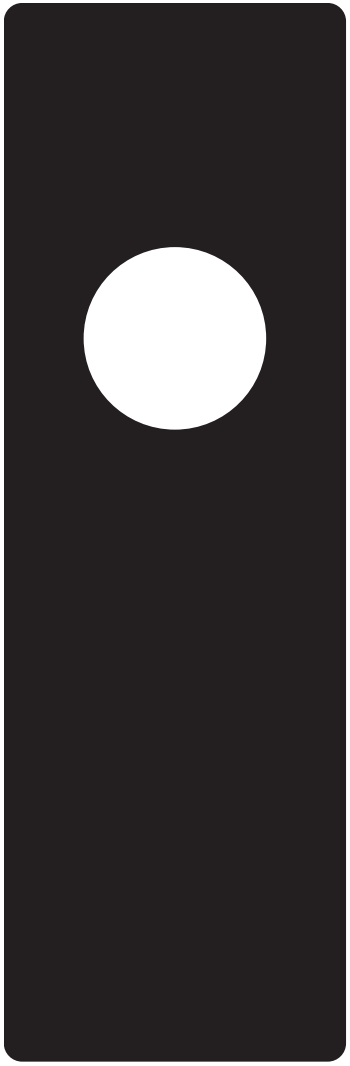
Artwork reference number
NBFL/BIN/23

Position on bus reference
2P

Size
75 x 232mm

Colour
Safety Green (Pantone 356)
safety Red (Pantone485)
Safety Yellow (Pantone 116)

This is a double sided sign. The artwork is different for both sides.



3.14 Emergency door control/Emergency door release Push and slide - Left facing (bus doors - centre - interior)

Artwork reference number
NBFL/BIN/24

Position on bus reference
2Q

Size
142 x 64mm

Colour
Safety Green (Pantone 356)

This is a double sided sign. The artwork is different for both sides.

3.15 Emergency door control/Emergency door release Push and slide - Right facing (bus doors - centre - interior)

Artwork reference number
NBFL/BIN/25
Position on bus reference
2R

Size
142 x 64mm

Colour
Safety Green (Pantone 356)

This is a double sided sign. The artwork is different for both sides.

3.16 Contactless payment

Artwork reference number
NBFL/BIN/26

Position on bus reference
2C

Size
200 x 92mm

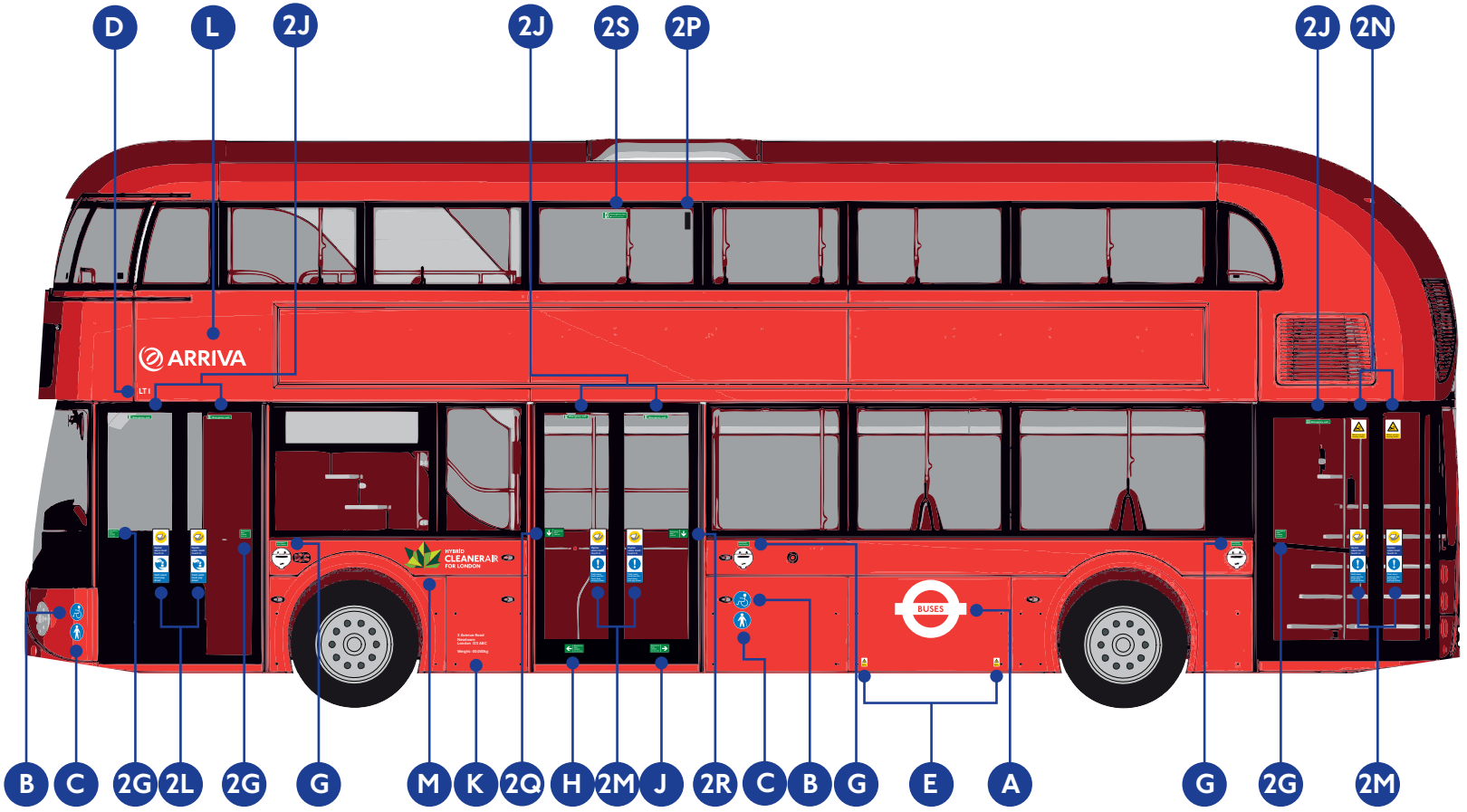
Colour
Corporate Blue (Pantone 072)
CMYK

oyster
Contactless payments accepted:
Please touch your card flat on the reader
See tfl.gov.uk/tickets for terms and conditions

4 Position of exterior signs

This section of the document gives guidance on the positioning of all exterior graphics on the exterior of a bus.

4.1 New Bus For London - nearside elevation



A **Roundel**
Vertically aligned - Centred on rear centre window panel.
Horizontally aligned - Top of roundel 1mm below top of panel (before panel bends).

B **Wheelchair accessibility (Front)**
Vertically aligned - 110mm from edge of headlight (between headlight and front door frame).
Horizontally aligned - Bottom of sign 10mm above centre line of headlight.

Wheelchair accessibility (Centre)
Vertically aligned - Centred in line with emergency access panel above.
Horizontally aligned - Centred in line with side indicator light.

continued on next page...

4.1.1 New Bus For London - nearside elevation continued

C **Walking stick accessibility (Front)**
Vertically aligned - Centred beneath wheelchair notice.
Horizontally aligned - Top of sign 20mm below wheelchair notice.

Walking stick accessibility (Centre)
Centred beneath wheelchair notice.
Horizontally aligned - Top of sign 20mm below wheelchair notice.

D **Fleet number**
Vertically aligned - Left side 40mm from panel edge.
Horizontally aligned - Base line of text 30mm above front door frame.

E **600 volts**
Vertically aligned - 55mm from panel edge (both sides).
Horizontally aligned - 80mm from panel bottom (both sides).

G **Emergency door release (Bus body - front, centre and rear))**
Vertically aligned - Centred above Emergency door release cap.
Horizontally aligned - Centred between bottom of window and Emergency door release cap.

H **Emergency door release (Middle door - left side)**
Vertically aligned - Centred below door release slots (both sides).
Horizontally aligned - Centred between door release slot and bottom of door (both sides).

J **Emergency door release (Middle door - right side)**
Vertically aligned - Centred below door release slots (both sides).
Horizontally aligned - Centred between door release slot and bottom of door (both sides).

K **Operator address and bus weight**
Vertically aligned - 100mm (approx) from panel edge.
Horizontally aligned - Base line of last line of text 100mm above bus bottom.

L **Arriva logo**
Vertically aligned - Left hand side 40mm from panel edge .
Horizontally aligned - Bottom of logo 70mm above fleet number cap height.

M **Cleaner Air for London (Hybrid) logo**
Vertically aligned - Between front wheel arch and side indicator light.
Horizontally aligned - 'Clenaer Air' text centred on side indicator light.

2G **Emergency door release push/pull here (Front and rear doors)**
Vertically aligned - With edge of outer black glass rendering (All sides).
Horizontally aligned - Top of sign aligned with bottom of lower deck passenger window.

2J **Emergency exit (Front, middle and rear doors)**
Vertically aligned - Centred on doors (both sides).
Horizontally aligned - Top of sign 60mm from top of door.

2L **Oyster users/cash users (Front doors)**
Vertically aligned - With edge of inner black glass rendering (both sides).
Horizontally aligned - Top of sign aligned with bottom of lower deck passenger window.

continued on next page...

4.1.2 New Bus For London - nearside elevation continued

2M **Oyster users/cash users (Middle and rear doors)**
Vertically aligned - With edge of black glass rendering (both sides).
Horizontally aligned - Top of sign aligned with bottom of lower deck passenger window.

2N **Watch out for moving traffic**
Vertically aligned - With edge of black glass rendering (both sides).
Horizontally aligned - Top of sign 60mm from top of door.

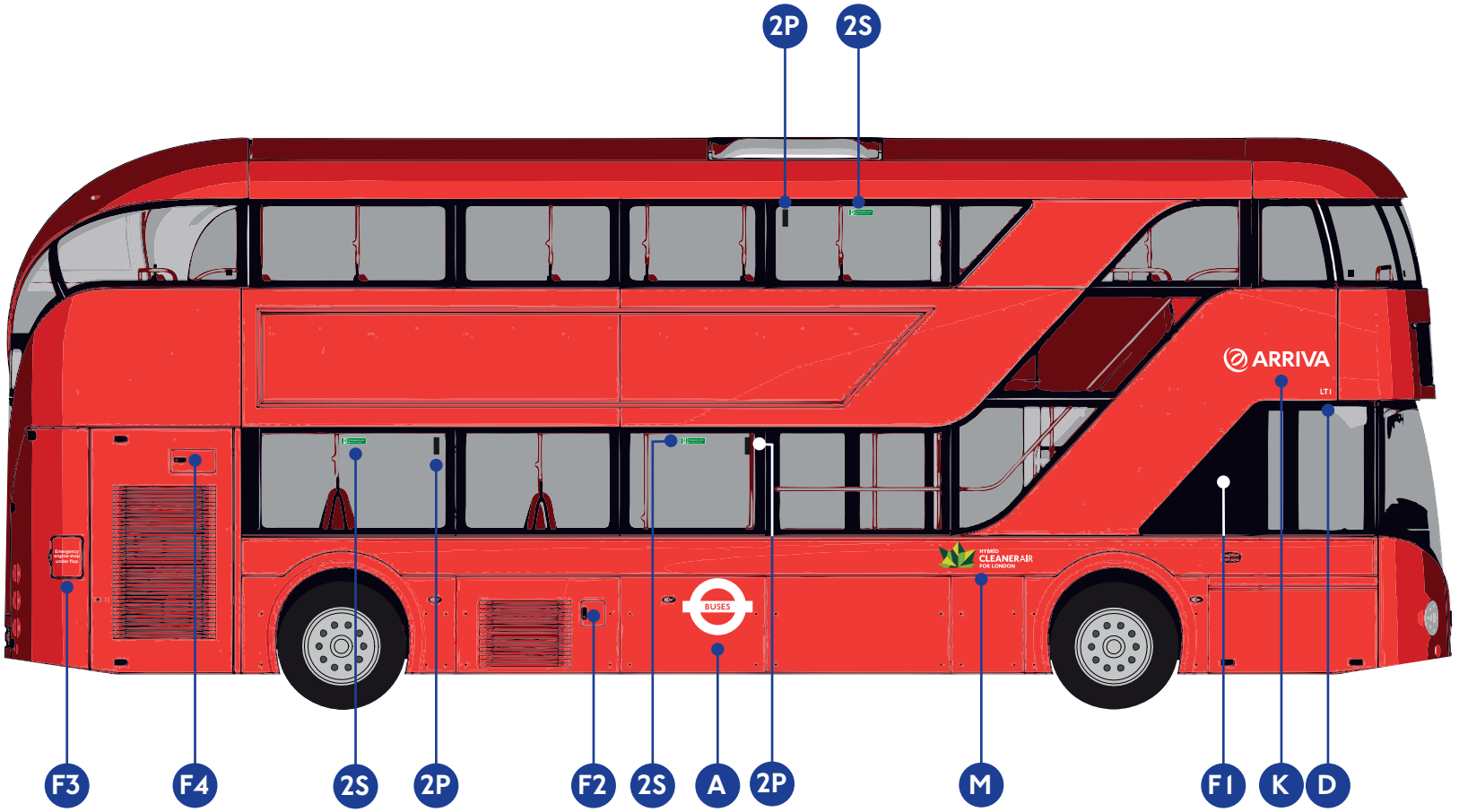
2P **Emergency exit - Break glass (Upper deck passenger window above centre doors)**
Aligned to fit over red button.

2Q **Emergency door control/Emergency door release (Left side)**
Vertically aligned - With edge of black glass rendering.
Horizontally aligned - Top of sign aligned with bottom of lower deck passenger window.

2R **Emergency door control/Emergency door release (Right side)**
Vertically aligned - With edge of black glass rendering.
Horizontally aligned - Top of sign aligned with bottom of lower deck passenger window.

2S **Emergency exit - In emergency break glass (Upper deck window centred above centre doors)**
Vertically aligned - Centred on window.
Horizontally aligned - Top of sign 60mm from top of window.

4.2 New Bus For London - offside elevation



A **Roundel**
Vertically aligned - 90mm from centre panel right edge.
Horizontally aligned - Top of roundel 1mm below top of panel (before panel bends).

D **Fleet number**
Vertically aligned - Left side 30mm from drain hole.
Horizontally aligned - Base line of text 30mm above front door frame.

F1 **Supplementary text - Fuel**
(Not shown - on underside of flap)
Vertically aligned - Centred above fuel hole.
Horizontally aligned - 20mm above fuel hole area.

continued on next page...

4.2.1 New Bus For London - offside elevation continued

F2 **Supplementary text - Adblue (Not shown - on underside of flap)**
Vertically aligned - Centred on Adblue panel.
Horizontally aligned - Base line of text 40mm from top of panel.

F3 **Supplementary text - Emergency engine stop under flap**
Vertically aligned - Centred on emergency engine stop panel.
Horizontally aligned - Centred on emergency engine stop panel.

F4 **Supplementary text - Coolant (Not shown - on underside of flap)**
Vertically aligned - Centred on coolant panel.
Horizontally aligned - Centred on coolant panel.

K **Operator logo**
Vertically aligned - Right hand side aligned with fleet number.
Horizontally aligned - Bottom of logo 70mm above fleet number cap height.

M **Cleaner Air for London (Hybrid) logo**
Vertically aligned - Centred on first full panel to left of front wheel.
Horizontally aligned - 'Cleaner Air' text visually centred on panel.

2P **Emergency exit - Break glass (First full upper deck passenger window after stairs)**
Aligned to fit over red button.

Emergency exit - Break glass (Second full lower deck passenger window after stairs)
Aligned to fit over red button.

Emergency exit - Break glass (Fourth full lower deck passenger window after stairs)
Aligned to fit over red button.

2S **Emergency exit - In emergency break glass (First full upper deck passenger window after stairs)**Vertically aligned - Centred on window.
Horizontally aligned - Top of sign 60mm from top of window.

Emergency exit - In emergency break glass (Second full lower deck passenger window after stairs)
Vertically aligned - Centred on window.
Horizontally aligned - Top of sign 60mm from top of window.

Emergency exit - In emergency break glass (Fourth full lower deck passenger window after stairs)
Vertically aligned - Centred on window.
Horizontally aligned - Top of sign 60mm from top of window.

4.3 New Bus For London - front elevation

Note
No graphics is to appear on the front of the New Bus For London.

4.4 New Bus For London - rear elevation

Note
No graphics is to appear on the rear of the New Bus For London.

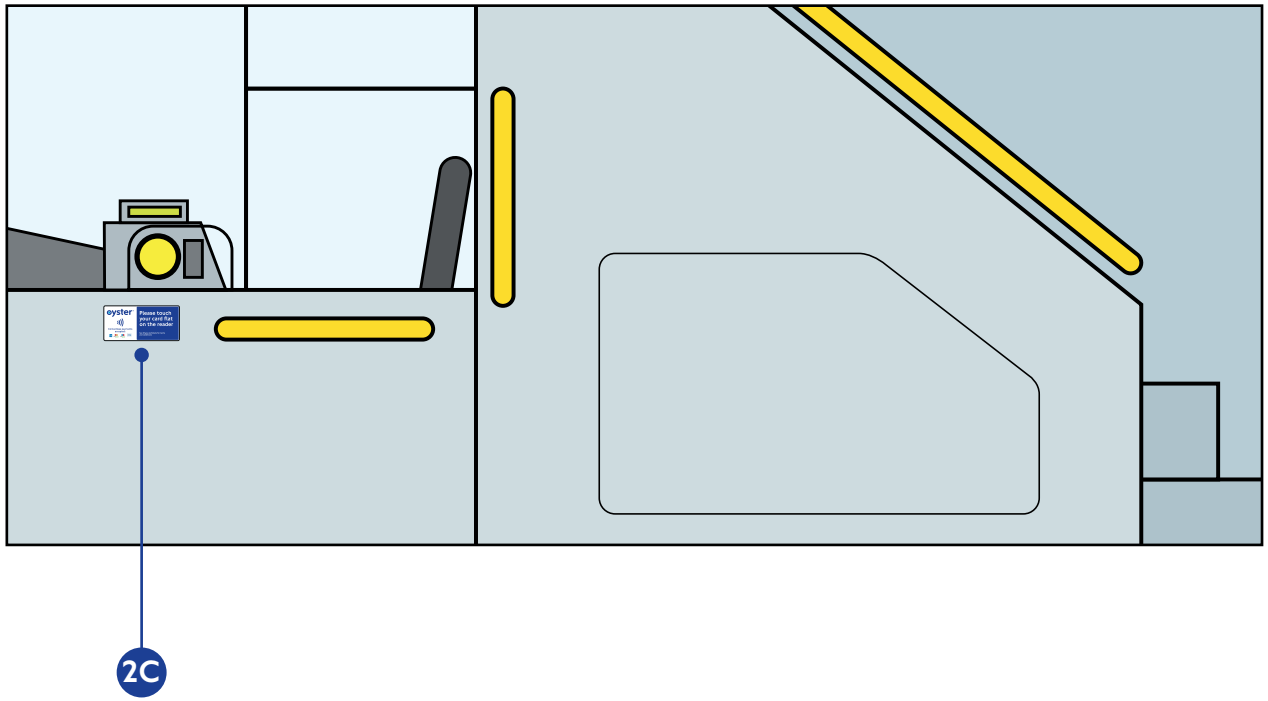
4.5 New Bus For London - top elevation

N **Bus roof identification number**
Vertically aligned - Centred on bus roof.
Horizontally aligned - Bottom line of text 980mm from rear of bus. Top line of text 1430mm from rear of bus.

5 Position of interior signs

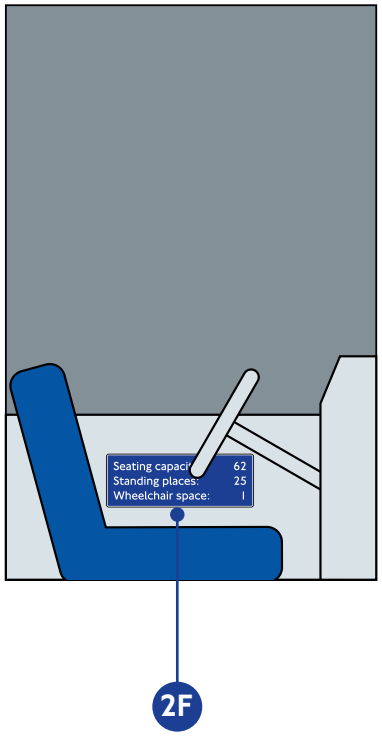
This section of the document gives guidance on the positioning of all interior graphics on the interior of a bus.

5.1 Driver's door sign (customer facing)



2C **Oyster users**
To be placed on panel below the Oyster reader. Do not place upon the driver's assault screen.

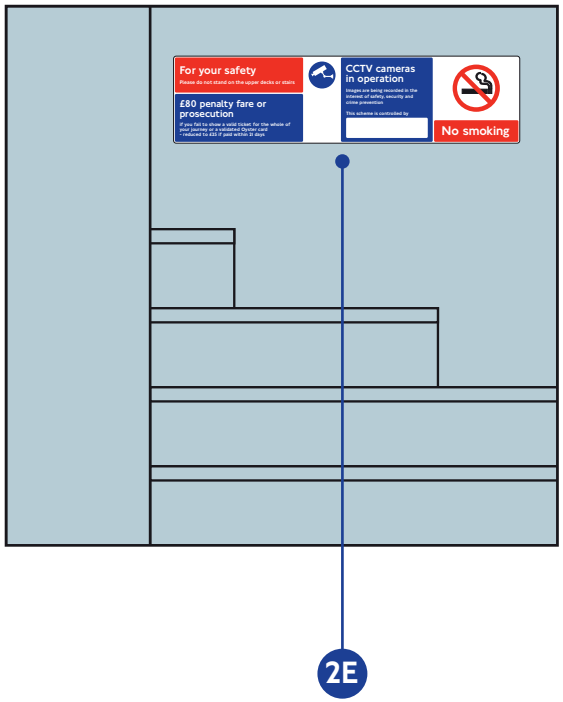
5.2 Driver’s door sign (driver facing)

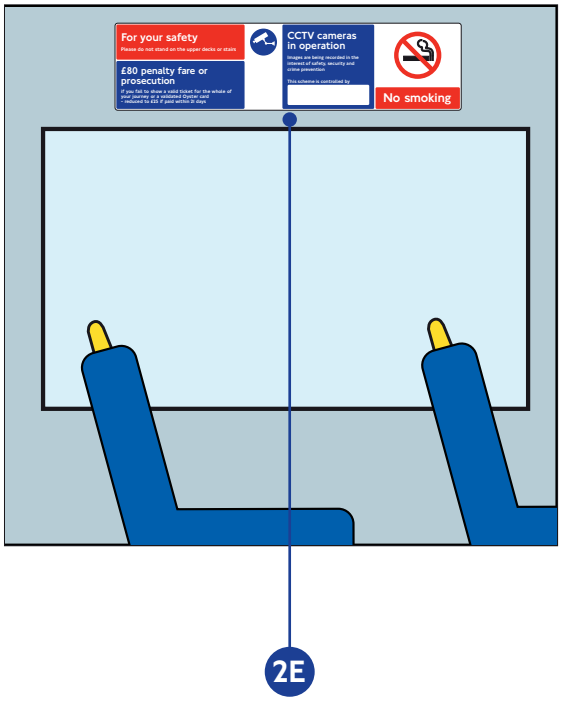


2F Capacity

To be placed on inside of driver’s door.

5.3 Stairwell and top deck signs

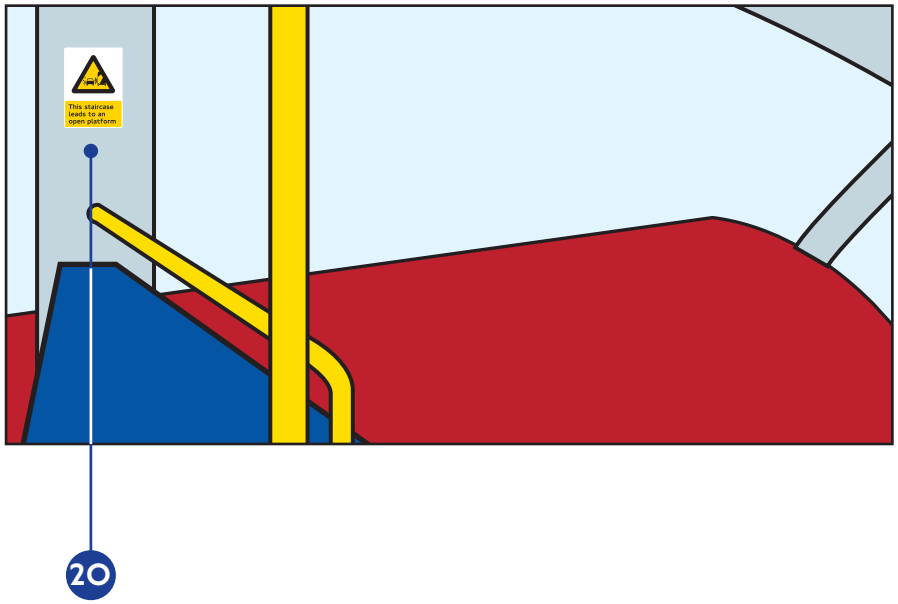




2E **Penalty fare combined - upper deck (front and rear stairwell)**
To be placed centred on panel at top of stairwells.

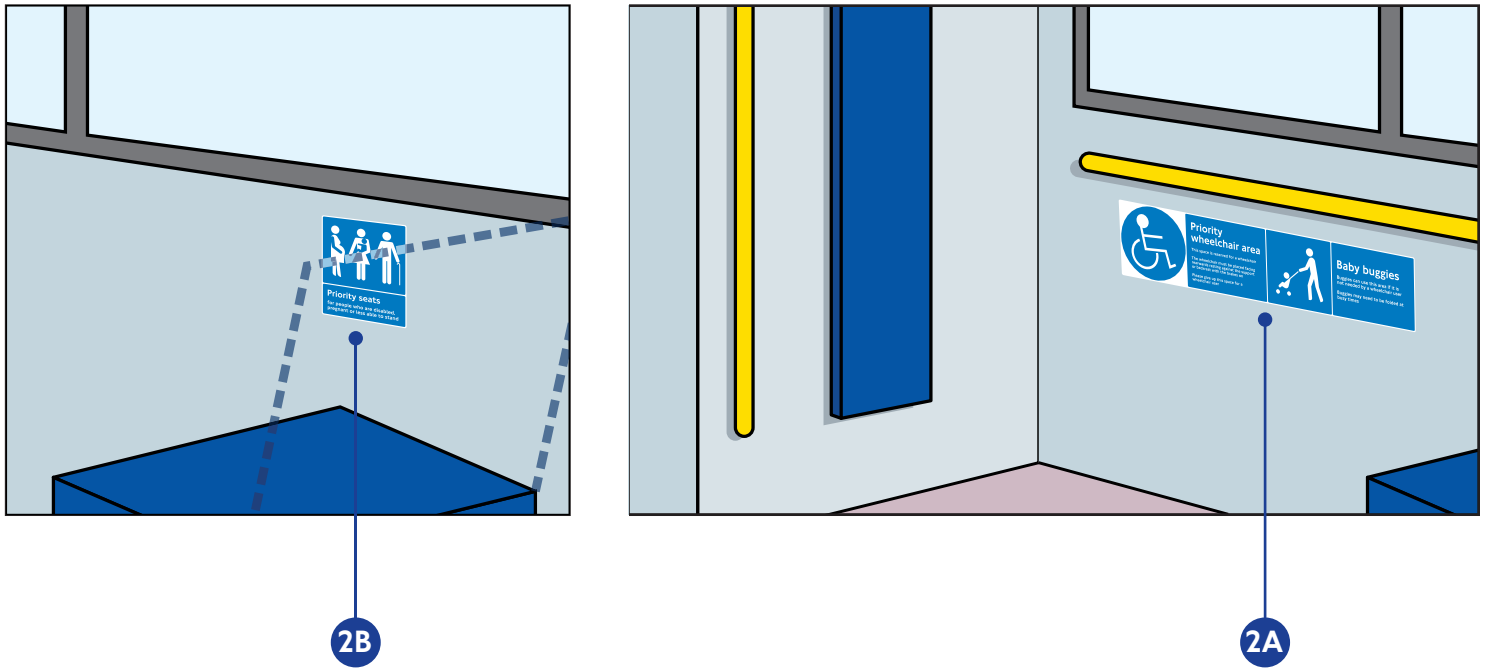
(Top deck)
Vertically aligned - 15mm from bottom of panel opposite stairwell
Horizontally aligned - Centred on fourth main window from rear of bus opposite stairwell

5.4 Top of rear stairwell



20 **This staircase leads to an open platform**
Vertically aligned - 30mm from top of panel
Horizontally aligned - Centred on panel by last rear seat

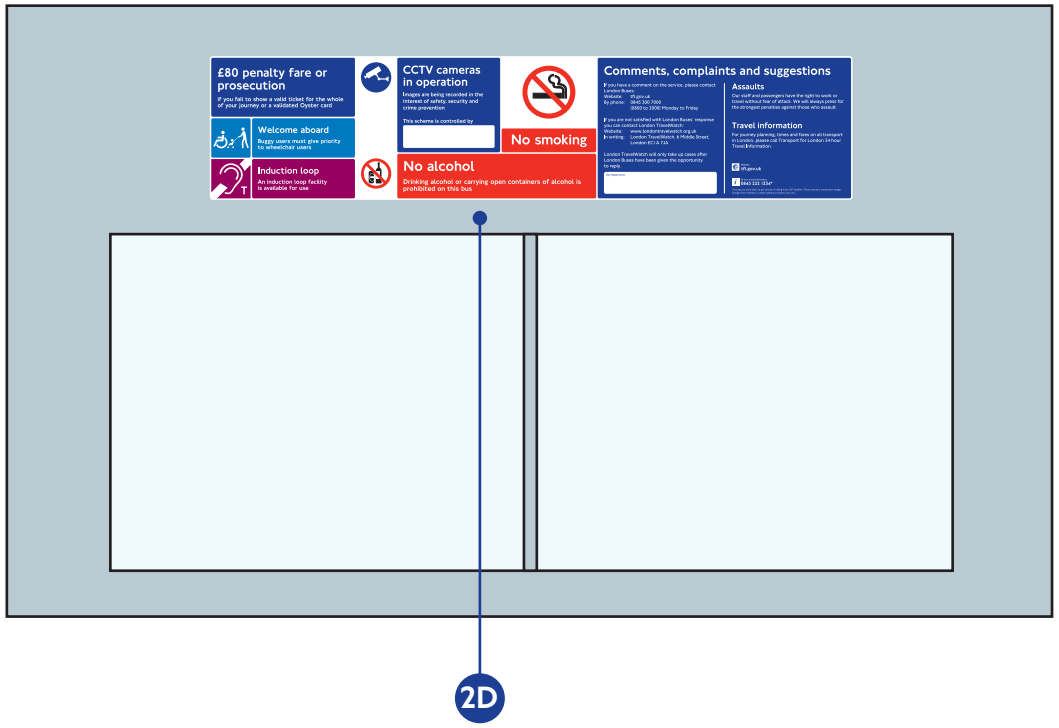
5.5 Wheelchair and baby buggy area



2A **Priority wheelchair and buggy area**
To be placed on the interior panels in the area allocated for wheelchairs.

2B **Priority seats**
Vertically aligned - 15mm from bottom of panel
Horizontally aligned - Centred on fourth main window from rear of bus opposite

5.6 Wheelchair area coving sign


£80 penalty fare or prosecution
If you fail to show a valid ticket for the whole of your journey or a validated Oyster card
Welcome aboard
Buggy users must give priority to wheelchair users
Induction loop
An induction loop facility is available for use
CCTV cameras in operation
Images are being recorded in the interest of safety, security and crime prevention
This scheme is controlled by
No smoking
No alcohol
Drinking alcohol or carrying open containers of alcohol is prohibited on this bus
Comments, complaints and suggestions
Assaults
Travel information
2D

2D Penalty fare combined - lower deck
To be placed centred on panel above window in wheelchair bay area.

5.7 Penalty fare combination sign bus registration number

Comments, complain
If you have a comment on the service, please contact London Buses:
Website: tfl.gov.uk
By phone: 0845 300 7000
(0800 to 2000) Monday to Friday
If you are not satisfied with London Buses' response you can contact London TravelWatch:
Website: www.londontravelwatch.org.uk
In writing: London TravelWatch, 6 Middle Street, London EC1A 7JA
London TravelWatch will only take up cases after London Buses have been given the opportunity to reply.
Bus Registration:
AB12XYZ

The penalty fare combination sign in the wheelchair bay area is to include the bus registration number.

The number is to be printed on 'Dymo Labelpoint 350'. On tape 19mm wide, giving 13mm text (Dymo ref: 45800 Black/Clear).

FONT = Normal (elevator bar at top)

Style = Big (last of the seven options)

Caps = Yes

Italics = No

Please apply the notice carefully, as fingerprints or foreign matter on the clear tape will be visible.

For further information

These standards intend to outline basic principles and therefore cannot cover every application or eventuality.

In case of difficulty or doubt as to the correctness in the application of these standards, or the sign types contained within this document please contact TfL Corporate Design.

Telephone: **020 7126 4462**
Internal extension: **64462**
Email: **corporatedesign@tfl.gov.uk**

All TfL corporate design standards are available from the TfL website:
tfl.gov.uk/corporatedesign

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